



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

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CODE ENFORCEMENT TEL: (845) 265-3964

GREGORY R. PHILLIPS, WATER SUPERINTENDENT

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Board of Trustees Agenda

July 15, 2014 at 7:30 pm

1. Pledge of Allegiance
2. Roll call
3. Public Hearings related to changing West Street to a One-Way Street from Main to North Street and Sale of The Grove
4. Monthly Meeting- Approval of minutes: 7/01/2014 and 7/03/2014
5. Financial Report- Budget Amendment Resolution # 22-2014
6. Report of Water and Wastewater Departments
7. Report of Code Enforcement- Review Proposed Building Department Fee Schedule
8. Report of the Police Department
9. Justice Court Report
10. Additional monthly reports – Recreation Commission, Liaison reports: Planning and Zoning Board of Appeals, Town of Philipstown, Chamber of Commerce, Historic District Review Board, Putnam County, Cold Spring Boat Club, Fire Company, Parking Committee, Lighting Committee, Tree Advisory Committee
11. Report of the Mayor and Board of Trustees
12. Correspondence- Letter of thanks from Get Your Guts in Gear Potential Parking Sticker/Permit Program
13. Old Business: Authorize signature on Police Contract 6/1/2013 to 5/31/2017
Authorize signature on CLG Grant Contract
Authorize signature on extension of LWRP Grant Contract
Consider resolution for sale of The Grove
Discussion on consolidation of building departments
Discussion on zoning update committee appointments
14. New Business Add additional signatory for M & T Bank accounts
Schedule July and August board meetings
Docking application Clearwater

15. Approval of bills

16. Public Comment

PUBLIC HEARING NOTICE

The Village of Cold Spring Board of Trustees will hold a public hearing on Tuesday, July 15, 2014 at Village Hall, 85 Main Street, Cold Spring, NY beginning at 7:30 pm to hear public comment on a proposed local law that seeks to change the Village of Cold Spring Code, Chapter 126 Vehicle and Traffic, Section 126-28 Schedule 1, One-Way Roadways and Section 126-29 Schedule 2, Prohibited Turns. The proposed change would make West Street one-way from North Street to New Street and prohibit a right hand turn from Main onto West Street. All interested parties are encouraged to attend and be heard.

Dated: June 25, 2014
Mary Saari, Village Clerk

PUBLIC HEARING NOTICE

The Village of Cold Spring Board of Trustees will hold a public hearing on Tuesday, July 15, 2014 at Village Hall, 85 Main Street, Cold Spring, NY beginning at 7:45 pm to hear public comment on the disposition of certain real property owned by the village located at 12 Grove Court, Cold Spring, NY, tax parcel 49.5-3-46.1. This property consists of 0.86 acres and an 1852 historic building known as The Grove which is listed on the State and National Register of Historic Places. The Village received one proposal in response to an RFP issued on November 15, 2013 for the restoration of the property for use as a single family residence. The village is considering declaring The Grove as surplus property and selling it in accordance with certain conditions of the RFP at a sale price of not less than \$5,000. Copies of the RFP and proposal are available for review at the office of the Village Clerk. All interested parties are encouraged to attend and be heard.

Dated: June 25, 2014
Mary Saari, Village Clerk

**VILLAGE OF COLD SPRING
DRAFT LOCAL LAW AMENDING CHAPTER 126-28 AND 128-29**

Legislative Intent:

In order to promote the efficient flow of traffic in the Village, the Board of Trustees desire to amend Chapter 126-28 and 126-29 to provide for West Street to be "One Way" from North Street to New Street and to prohibit "Right Turns" from Main Street onto West Street. Revisions are shown in underlining and strikeout.

Set forth below is the proposed final version of the Local Law.

**ARTICLE VI
Schedules of Regulations²**

§ 126-28. Schedule 1: One-Way Roadways.

In accordance with the provisions of § 126-4, the following described streets or parts of streets are designated as one-way streets in the direction indicated:

Name of Street	Direction	Limits
Cedar Street	North	From Main Street to Mountain Avenue
Cross Street [Added 12-10-1991 by L.L. No. 2-1991]	East	Entire length
Church Street [Added 10-1-02 by L.L. 2002-01]	South	From Northern Avenue to Main Street
Fair Street	North	From Main Street to Northern Avenue. This shall apply only on Sundays from 6:00 am to 2:00 pm and Saturdays from 5:00 pm to 7:00 pm
Fish Street	North	From Main Street to North Street

²The schedule of regulations which were authorized by 126-3 were adopted by board resolution on 12-12-1978

[Amended 12-05-00 by L.L.2000-13]

Furnace Street	South	From Main Street to Wall Street
Garden Street	North	From Main Street to Northern Avenue
Kemble Avenue [Added 8-26-03] Locust Ridge [Added 5-27-03 by L.L. 2003-03]	North South	North from Rock to Main Street From Mountain Avenue to Main Street Monday to Friday from 7:30am to 9am and 2:00 pm to 3:30 pm from 9/1 to 7/1 as posted

Name of Street	Direction	Limits
Main Street	West	From Market Street to West Street
Market Street	North	From New Street to Main Street
New Street	East	From West Street to Market Street
North Street [Amended 5-27-03]	West	From Fish Street to West Street
Railroad Avenue [Added 12-10-1991 by L.L. No. 2-1991; repealed 9-9-1993 by L.L. No. 8-1993]		
Rock Street [Added 8-26-03]	South & east	Entire length
Stone Street [Added 12-10-1991 by L.L. No. 2-1991]	North	Entire length
Wall Street	West	From Furnace Street to Kemble Avenue
West Street	South	From Main <u>North</u> Street to New Street

§ 126-29. Schedule 11: Prohibited Turns at Intersections.

In accordance with the provisions of § 126-5, no person shall make a turn of the kind designated below at any of the following locations:

Name of Street	Direction of Travel	Prohibited Turn	At Intersection of
Kemble Avenue	North	East and South	Wall Street
<u>Main Street</u>	<u>West</u>	<u>North</u>	<u>West Street</u>
Market Street	North	West and South	New Street
Mountain Avenue	East	South	Cedar Street
Name of Street	Direction Of Travel	Prohibited Turn	At Intersection of
Northern Avenue	East	South and West	Garden Street
Northern Avenue	West	South (left)	Fair Street This shall apply only on Sundays from 6:00 a.m. to 2:00 p.m. and Saturdays from 5:00 p.m. to 7:00 p.m.
Wall Street	West	North (right)	Furnace Street
West Street	North	East (right)	North Street
West Street	South	East (left)	Main Street

The PUTNAM COUNTY NEWS
and RECORDER

Affidavit of Publication

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Dated: June 25, 2014
Mary Saari, Village Clerk

State of New York

County of Putnam

Elizabeth Ailes being duly sworn, doth depose and say that she is The Publisher of the Putnam County News & Recorder, a newspaper printed and published weekly at the Village of Cold Spring, County of Putnam, and State of New York, and that the annexed Legal Notice, which is a true and accurate copy, was published in said paper for ...1.... weeks successively, beginning on the ...2nd... day of ...July.....2014, and ending on the ...2nd... day of ...July..... 2014.



Subscribed and sworn before me this
...2nd... day of ...July....., 2014



CAROLINE BALDUCCI
Notary Public, State of New York
No. 01BA6229755
Qualified in Putnam County
Commission Expires 10/18/2014

The PUTNAM COUNTY NEWS
and RECORDER

Affidavit of Publication

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Village of Cold Spring

Board of Trustees Workshop

July 1, 2014

The Board of Trustees of the Village of Cold Spring held a workshop on Tuesday, July 1, 2014 at 7:30 PM at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending were Mayor J. Ralph Falloon, Trustees Bruce Campbell, Stephanie Hawkins, Michael Bowman and Cathryn Fadde and Village Attorney, Michael Liguori.

A conference call was made with **NYSERDA** representatives. After this call, it was decided that an RFP should be put out for a planning consultant. Trustee Fadde made a motion to draw up an RFP for a competitive price for a consultant, seconded by Trustee Bowman. With a vote of 4-0-1, the vote was carried. Trustee Hawkins abstained. A formal motion was made by Trustee Bowman to authorize an RFP (for professional planning services) in connection with the **NYSERDA** grant with publication as early as convenient with a response time of 21 days and bids to be opened and read at the following meeting. The motion was seconded by Trustee Fadde and was carried unanimously.

There has never been a written agreement for the \$7500 with the County. It was not earmarked for overtime refuse pickup as was initially thought. But instead, it is put into the budget as a revenue item. Some of the County Legislatures are not in favor of the Village of Cold Spring receiving this money, therefore, when asking for a little more, we must be very cautious in the wording of the request so as not to lose what we already have. Trustee Fadde will request the \$7500 along with a pilot program for the **solar compactors** "with caution".

The **minutes** of June 17, 2014 meeting could not be approved because information stating who made a motion and who seconded the motion to exit the executive session and close the workshop meeting were not available. The minutes will be posted as draft.

The bills will be reviewed for approval at a later date.

The only **bid** for the removal/disposal of the old oil-fired boiler and replacement of a new one at the **Wastewater Treatment plant** located at 53 Fair Street, Cold Spring, NY, was received from Pidala Oil Co. in the amount of \$7,450.00. Greg Phillips, Superintendent of Water and Wastewater, recommended that the Board accept the bid so we may move forward. The bid was accepted by a motion from Trustee Hawkins and seconded by Trustee Fadde. The motion was carried unanimously.

The **River Rose Cruises** canceled their docking application for September 19 and submitted a new application for docking privileges for Friday September 5, 2014 from 2 PM to 7 PM. Trustee Hawkins made a motion to approve the application seconded by Trustee Campbell and with a unanimous vote the motion carried.

West Point Tours boat will be docking on July 18, August 2, September 26 and October 14, 2014.

Correspondence

Jennifer Zwarich wrote a letter to the Village as a volunteer who has worked with Village staff and officials for the past 3 years helping to plan, select, plant, water and otherwise care for new street trees at no cost to the Village.

After watching the June 24th video of the VBOT, I am concerned at the suggestion of wrong-doing and frankly am personally very discouraged by it.

I appeal to your community spirit: Please don't allow personal and political disagreements to trump this good work. If we cannot agree to do this, I will, very regretfully, be forced to withdraw from the effort.

Old Business

There will be a public hearing for the **Grove sale** on July 15, 2014. Mayor Falloon feels that the Board should move forward with the sale. Trustee Bowman made a motion to move forward with the sale of the Grove and accept the price quote from Steve Marino for \$5,000 and go to the public hearing with that. Trustee Fadde seconded the motion. The motion was carried with a vote of 4-1 with Trustee Hawkins voting no. She feels that because they asked the Village to do additional work on the property, the taxpayers should not have to bear the burden of the additional cost.

Trustee Campbell reported on the Recreation Commission's discussions regarding the **Fjord Trail**. The Board will reach out to Richard Shea, Supervisor of the Town of Philipstown, and Ron Gainer, P.E. to see what needs to be done to move forward.

Way Finding meeting is in Beacon at the Beacon Institute on July 8, 2014.

Fjord Trail meeting is at Dutchess Manor on July 9, 2014.

The Board will discuss **consolidation** of the Village Building Department at the their meeting on July 15, 2014.

The **Dockside agreement** with the Board's revisions is at the State. We are waiting for their response. We should add to the agreement that if our access is denied because of work being done for stabilization, our lease term should be extended.

We have not heard back from the Sea Streak regarding the increase of **docking fees** for them. Trustee Campbell is not in favor of increasing fees for the smaller boats because of the possibility of these vessels declining to dock. They do bring passengers into the Village.

Chapter 104, signs and placards, was deemed unconstitutional because it included no criteria for the Mayor to apply before determining whether a permit would be issued for signage. Moving forward, the Board should consider what conditions it deems appropriate such as size and location. This discussion will be put on the agenda for July 22, 2014.

Public Comment

Suggestions regarding solar compactors were: to consider business sponsorship, corporate world helping with a pilot program, and getting prices for used solar compactors.

When the lease for dockside came to the Board several years ago, there were captains who were willing to put in a second dock at their expense to take some pressure off the main dock. The reason this lease got sent back was that it did not address the riparian rights.

When will we see the video cameras promised by Trustees Bowman and Fadde? I hope the plan will include broadcasting on-line video.

Trustee Fadde made a motion to conclude tonight's meeting seconded by Trustee Bowman. Meeting adjourned with a unanimous vote.

Meeting Adjourned

Respectfully

Sandra L. Falloon

Minutes of Special Meeting
July 3, 2014 at 3:45 pm

The Village of Cold Spring Board of Trustees held a Special Meeting on Thursday, July 3, 2014 beginning at 3:45 pm at Village Hall, 85 Main Street, Cold Spring, NY for the purpose of approving bills for payment.

Attending: Mayor J. Ralph Falloon and Trustees Michael Bowman and Cathryn Fadde
Absent: Trustees Campbell and Hawkins (work related)

Trustee Fadde moved to approve payment of the audited bills and seconded by Trustee Bowman and unanimously carried.

Trustee Bowman moved to adjourn and seconded by Trustee Fadde and unanimously approved.

Meeting adjourned at 3:47 pm.

Respectfully submitted,

Mary Saari, Village Clerk



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July 15, 2014

Resolution #:2014-22

Moved by:

Seconded by:

Resolution #2014-22

Resolved that (1) The Board of Trustees of The Village of Cold Spring hereby approves the following Budget Adjustment(s) for the 2013/2014 fiscal year:

(1)	To:	A00-1420-410	Attorney: Special	\$13,555.00
	To:	A00-2610-000	Fines and Foreited Bail (revenue)	\$12,994.00
	From:	A00-1410-450	Village Clerk: Comprehensive Plan	\$561.00
			To increase the budget to write-off of the escrow accounts.	
(2)	To:	A00-1620-400	Shared Services: Contractual	\$228.00
	To:	A00-1620-411	Shared Services: Heating	\$385.00
	To:	A00-1640-120	Clearing Account: Diesel	\$700.00
	To:	A00-1640-410	Shared Services: Restroom	\$160.00
	To:	A00-1670-400	Shared Services: Printing	\$473.00
	From:	A00-1640-417	Shared Services: Village Hall Repair	\$1,946.00
			To reallocate the budget for additional expenses in shared services.	
(3)	To:	A00-3120-411	Police: Gasoline	\$1,094.00
	To:	A00-3120-420	Police: Telephone & Radio	\$322.00
	From:	A00-3120-100	Police: Personal Services	\$1,416.00
			To reallocate the police budget for additional expenses for gas and telephone	
(4)	To:	A00-3410-450	Fire: Electricity	\$468.00
	From:	A00-3410-412	Fire: Heating Oil/Service	\$468.00
			To reallocate the police budget for additional expenses related to vehicle repair	
(5)	To:	A00-5110-100	Highway Street Maint: Personal Services	\$3,420.00
	To:	A00-5110-400	Highway Street Maint: Resurface	\$268.00
	To:	A00-5110-420	Highway Street Maint: Equipment Repair	\$181.00
	To:	A00-5110-470	Street Lighting: Legal & Engineering	\$1,526.00
	To:	A00-5410-400	Sidewalks: Repair & Maintenance	\$1,673.00
	From:	A00-5410-100	Sidewalks: Personal Services	\$1,144.00
	From:	A00-8170-100	Street Clean: Personal Services	\$930.00
	From:	A00-8160-100	Garbage: Personal Services	\$988.00
	From:	A00-5110-475	Street Paving: Legal & Engineering	\$1,526.00

	From:	A00-5110-200	Highway Street Maint: Equipment	\$544.00
	From:	A00-5110-410	Highway Street Maint: Supplies & Materials	\$447.00
	From:	A00-8160-400	Garbage: Contractual	\$859.00
	From:	A00-5110-411	Highway Street Maint: Gasoline	\$480.00
	From:	A00-5110-413	Highway Street Maint: Oil/Service	\$150.00
			To reallocate highway budget for additional expenditures.	
(6)	To:	A00-7140-200	Recreation: Equipment	\$1,874.00
	To:	A00-7140-210	Recreation: Equip Maintenance	\$179.00
	From:	A00-7110-400	Parks & Rec: Repairs & Improvements	\$2,053.00
			To reallocate the Recreation budget for additional expenditures.	
(7)	To:	A00-7510-400	Historical Board: Contractual	\$220.00
	To:	A00-8010-100	Zoning Board: Personal Services	\$262.00
	From:	A00-8010-400	Zoning Board: Contractual	\$225.00
	From:	A00-8020-100	Planning Board: Personal Services	\$217.00
	From:	A00-7550-400	Celebrations: Contractual	\$40.00
			To establish the budgets for the other Boards	
(8)	To:	A00-8510-400	Community Beautification: Contractual	\$103.00
	From:	A00-8560-400	Tree Removal: Contractual	\$103.00
			To increase the community beautification budget for additional expenditures	
(9)	To:	A00-9030-800	Social Security	\$162.00
	From:	A00-9035-800	Medicare	\$162.00
			To increase the budget for social security tax.	

And (2) The accountant is hereby authorized to transfer such funds immediately.

On roll call vote:

Trustee Stephanie Hawkins voted:

Trustee Bruce Campbell voted:

Trustee Michael Bowman voted:

Trustee Cathryn Fadde voted:

Mayor Ralph Falloon voted:

Resolution officially adopted on:

Mary Saari-Village Clerk/Treasurer



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Bank Balances as of June 30, 2014

	<u>Balance</u>
General Fund	\$ 1,619,458.45
Water Fund	\$ 628,452.22
Sewer Fund	\$ 323,544.64
Trust & Agency (payroll)	\$ 14,938.18
Capital Projects:	
Sewer Plant Capital Reserve (H04)	\$ 18,800.98
Sewer Plant Renovations (H05)	\$ 6,871.62
Mt. Ave Cemetery (H11)	\$ 650.00
Water Main Re-lining Project	\$ 154,082.52
Main Street Paving & Drainage Project	\$ 10,000.00
Sewer Capital Projects Fund	\$ 1,619,635.68

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-1001-000	Real Property Taxes	1,366,328.34	1,507,168.00	1,366,328.34	1,366,328.34	140,839.66	90.66%	1,046,070.29
A00-1001-100	Real Property Tax-Firemans Service Award	31,964.94	35,843.00	31,964.94	31,964.94	3,878.06	89.18%	30,531.06
A00-1001-101	Other-Firemans Service Awards	2,726.17	18,232.00	2,726.17	2,726.17	15,505.83	14.95%	2,726.17
A00-1090-000	Int & Penalties: Real Property Tax	0.00	7,500.00	0.00	0.00	7,500.00	0.00%	0.00
A00-1170-000	Franchises	0.00	40,000.00	0.00	0.00	40,000.00	0.00%	0.00
A00-1520-000	Police Fees	10.00	500.00	10.00	10.00	490.00	2.00%	25.00
A00-1560-000	Bldg/Fire: Permit Fees	1,175.00	13,000.00	1,175.00	1,175.00	11,825.00	9.04%	1,744.00
A00-1603-000	Vital Statistic Fees	190.00	3,000.00	190.00	190.00	2,810.00	6.33%	490.00
A00-1721-000	Parking Lots & Garages: Non-Tax	0.00	1,100.00	0.00	0.00	1,100.00	0.00%	0.00
A00-2001-000	Park & Rec Charges	200.00	1,500.00	200.00	200.00	1,300.00	13.33%	100.00
A00-2189-110	Income from sale of recycling material	0.00	1,200.00	0.00	0.00	1,200.00	0.00%	0.00
A00-2262-002	Fire Protection Service: Nelsonville	17,038.54	34,076.00	17,038.54	17,038.54	17,037.46	50.00%	17,038.54
A00-2262-003	Fire Protection Service: Workers Comp	908.72	5,777.00	908.72	908.72	4,868.28	15.73%	908.72
A00-2376-000	Refuse/Garbage Srv: Other Gov't	0.00	7,500.00	0.00	0.00	7,500.00	0.00%	0.00
A00-2401-000	Interest & Earnings	0.00	600.00	0.00	0.00	600.00	0.00%	34.56
A00-2590-000	Permits/Walvers: Vend, Parking & Other	0.00	9,000.00	0.00	0.00	9,000.00	0.00%	353.00
A00-2590-002	Parking Waiver Fees	0.00	0.00	0.00	0.00	0.00	N/A	0.00
A00-2610-000	Fines & Forfeited Bail	0.00	59,000.00	0.00	0.00	59,000.00	0.00%	0.00
A00-2701-000	Refund of Prior Year Expenditures	0.00	0.00	0.00	0.00	0.00	N/A	0.00
A00-2705-000	Gifts & Donations	0.00	0.00	0.00	0.00	0.00	N/A	0.00
A00-2705-100	Gifts & Donations: Community Day	250.00	9,000.00	250.00	250.00	8,750.00	2.78%	9,000.00
A00-2770-000	Miscellaneous Revenues	25.00	6,000.00	25.00	25.00	5,975.00	0.42%	55.25

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-3001-000	St. Revenue Sharing (Per Capita)	0.00	16,500.00	0.00	16,500.00	0.00%	0.00	
A00-3005-000	Mortgage Tax	0.00	23,000.00	0.00	23,000.00	0.00%	0.00	
A00-3041-000	State Aid: Justice Court	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3060-000	State Aid: Records Management	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3083-000	Other Public Safety	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-100	State Aid: Village Hall & FH Energy Grant	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-110	State Aid: Urban Forestry	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-115	State Aid: Historic Grant	0.00	17,120.00	0.00	17,120.00	0.00	N/A	
A00-3089-120	State Aid: Street Light-Legal & Engineer	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-122	State Aid: Street Lightsidewalk Proj Constr	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-125	State Aid: Paving-Legal & Engineer	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-127	State Aid: Paving/Drainage Project	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-200	State Aid Engineering - New Street	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-300	State Aid - Greenway	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3089-400	State Aid: LWRP Grant	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3389-000	Other Public Safety	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3490-00	State Aid: DWI Fund	0.00	0.00	0.00	0.00	0.00	N/A	
A00-3501-000	Consolidated Highway Aid (CHIPS)	0.00	39,300.00	0.00	39,300.00	0.00%	0.00	
A00-3505-000	Multi-Modal	0.00	0.00	0.00	0.00	0.00	#DIV/0!	
A00-3960-000	State Aid: Emerg Disaster Assit	0.00	0.00	0.00	0.00	0.00	N/A	
A00-4089-100	Federal Aid: Street Light Legal & Engineer	0.00	0.00	0.00	0.00	0.00	N/A	

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-4089-105	Federal Aid: Street Light Sidewalk Proj Const	0.00	64,000.00	0.00	64,000.00	0.00%	0.00	
A00-4089-110	Federal Aid: Paving Legal & Engineer	0.00	0.00	0.00	0.00	N/A	0.00	
A00-4089-115	Federal Aid: Paving & Drainage Project	0.00	551,224.00	0.00	551,224.00	0.00%	0.00	
A00-5031-000	Interfund Transfers	0.00	10,000.00	0.00	10,000.00	N/A	0.00	
A00-5031-100	Interfund Transfer: Water	0.00	27,000.00	0.00	27,000.00	0.00%	0.00	
A00-5031-200	Interfund Transfer: Sewer	0.00	27,000.00	0.00	27,000.00	0.00%	0.00	
A00-5740-000	Proceeds from Capital Notes	0.00	140,000.00	0.00	140,000.00	N/A	0.00	
	Fund Balance Transfer	0.00	25,000.00	0.00	25,000.00	0.00%	0.00	
	Total Revenues	1,420,816.71	2,700,140.00	1,420,816.71	1,279,323.29	52.62%	1,104,576.59	

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD	CURRENT YEAR	YEAR-TO-DATE	Total Budget	% Budget Realized/ Used To Date	PRIOR
		ACTUAL	BUDGET	ACTUAL			
A00-1010-100	Board of Trustees: Personal Services	2,060.17	28,884.00	2,060.17	26,823.83	7.13%	2,060.17
A00-1010-400	Board Of Trustees: Contractual	0.00	1,000.00	0.00	1,000.00	0.00%	99.45
A00-1010-405	Board of Trustees: Video Recording	300.00	4,000.00	300.00	3,700.00	7.50%	300.00
	Total Board of Trustees	2,360.17	33,884.00	2,360.17	31,523.83	6.97%	2,459.62
A00-1110-100	Village Justice: Personal Services	1,009.64	12,116.00	1,009.64	11,106.36	8.33%	989.55
A00-1110-110	Court Clerk: Personal Services	4,296.00	37,470.00	4,296.00	33,174.00	11.47%	2,826.00
A00-1110-400	Justice: Contractual	0.00	700.00	0.00	700.00	0.00%	0.00
A00-1110-410	Justice: Books & Publications	0.00	200.00	0.00	200.00	0.00%	0.00
A00-1110-420	Justice: Continuing Education	0.00	320.00	0.00	320.00	0.00%	0.00
A00-1110-430	Justice: Dockets & Journals	0.00	200.00	0.00	200.00	0.00%	0.00
A00-1110-440	Justice: Office Supplies	79.99	1,150.00	79.99	1,070.01	6.96%	0.00
A00-1110-450	Justice: Postage	0.00	1,500.00	0.00	1,500.00	0.00%	0.00
A00-1110-460	Justice: Software Fees	1,350.00	1,500.00	1,350.00	150.00	90.00%	1,350.00
A00-1110-470	Justice: Stationary & Other Print	0.00	400.00	0.00	400.00	0.00%	0.00
A00-1110-480	Justice: Telephone	0.00	1,200.00	0.00	1,200.00	0.00%	0.00
A00-1110-487	Justice: Grant Expenditures	0.00	0.00	0.00	0.00	#DIV/0!	0.00
	Total Village Justice	6,735.63	56,756.00	6,735.63	50,020.37	11.87%	5,165.55

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR		YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-1210-100	Mayor: Personal Services	968.50	12,662.00	968.50	11,693.50	7.65%	968.50			
A00-1210-110	Deputy Mayor: Personal Services	86.66	1,041.00	86.66	954.34	8.32%	86.66			
A00-1210-400	Mayor: Contractual	0.00	350.00	0.00	350.00	0.00%	0.00			
	Total Mayor	1,055.16	14,053.00	1,055.16	12,997.84	7.51%	1,055.16			
A00-1310-100	Finance Comm. Chair: Personal Service	86.67	0.00	86.67	86.67	#DIV/0!	86.67			
A00-1320-400	Auditor: Contractual	0.00	5,500.00	0.00	5,500.00	0.00%	0.00			
A00-1322-100	Accountant: Personal Services	6,480.18	56,526.00	6,480.18	50,045.82	11.46%	4,263.00			
A00-1325-400	Accountant: Contractual	0.00	1,600.00	0.00	1,600.00	0.00%	0.00			
	Total Finance	6,566.85	63,626.00	6,566.85	57,059.15	10.32%	4,349.67			
A00-1340-100	Budget Officer: Personal Services	0.00	1,500.00	0.00	1,500.00	0.00%	0.00			
A00-1340-400	Budget & Other Notices	0.00	1,400.00	0.00	1,400.00	0.00%	0.00			
A00-1410-100	Village Clerk: Personal Services	5,664.00	49,394.00	5,664.00	43,730.00	11.47%	3,726.00			
A00-1410-200	Village Clerk: Equipment	0.00	500.00	0.00	500.00	0.00%	768.47			
A00-1410-400	Village Clerk: Contractual	0.00	1,500.00	0.00	1,500.00	0.00%	0.00			
A00-1410-410	Village Clerk: Website	0.00	1,750.00	0.00	1,750.00	0.00%	0.00			
A00-1410-450	Village Clerk: Comprehensive Plan	0.00	0.00	0.00	0.00	#DIV/0!	0.00			
A00-1410-451	Village Clerk: Comprehensive Plan: Village B	0.00	0.00	0.00	0.00	#DIV/0!	0.00			
	Total Village Clerk	5,664.00	56,044.00	5,664.00	50,380.00	10.11%	4,494.47			

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-1420-400	Attorney: General Village	3,500.00	42,000.00	3,500.00	38,500.00	8.33%	0.00	
A00-1420-410	Attorney: Special	0.00	25,000.00	0.00	25,000.00	0.00%	0.00	
	Total Attorney	3,500.00	67,000.00	3,500.00	63,500.00	5.22%	0.00	
A00-1440-400	Engineer/Architect: Contractual	0.00	2,000.00	0.00	2,000.00	0.00%	0.00	
A00-1440-401	Engineer New Street	0.00	0.00	0.00	0.00	N/A	0.00	
	Total Engineer	0.00	2,000.00	0.00	2,000.00	0.00%	0.00	
A00-1450-100	Elections: Contractual	0.00	4,500.00	0.00	4,500.00	0.00%	0.00	
A00-1460-400	Records Management: Contractual	0.00	500.00	0.00	500.00	0.00%	0.00	
A00-1490-100	Public Work Comm Chair - Personal Service	86.67	0.00	86.67	86.67	#DIV/0!	86.67	
	Total Other	86.67	5,000.00	86.67	4,913.33	1.73%	86.67	
A00-1620-100	Shared Services: Personal Services	1,238.53	18,000.00	1,238.53	16,761.47	6.88%	879.69	
A00-1620-400	Shared Services: Contractual	183.02	10,000.00	183.02	9,816.98	1.83%	505.17	
A00-1620-410	Shared Services: Compute Software	3,998.90	3,200.00	3,998.90	798.90	124.97%	2,924.92	
A00-1620-411	Shared Services: Heating	0.00	4,000.00	0.00	4,000.00	0.00%	0.00	
A00-1620-412	Shared Services: Electric	0.00	3,500.00	0.00	3,500.00	0.00%	0.00	
A00-1620-420	Shared Services: Telephone	0.00	5,600.00	0.00	5,600.00	0.00%	0.00	
A00-1620-440	Shared Services: Copy Machine	0.00	1,800.00	0.00	1,800.00	0.00%	0.00	
A00-1620-445	Shared Services: Computer Support	0.00	3,500.00	0.00	3,500.00	0.00%	155.00	
A00-1640-120	Clearing Account: Diesel	771.29	0.00	771.29	771.29	N/A	815.93	
A00-1640-410	Shared Services: Restroom	0.00	2,000.00	0.00	2,000.00	0.00%	16.90	
A00-1640-411	Clearing Account: Gasoline	2,230.08	0.00	2,230.08	2,230.08	N/A	2,503.72	

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-1640-417	SS: Village Hall Repair	0.00	3,000.00	0.00	3,000.00		0.00%	0.00
A00-1670-400	Shared Services: Printing & Mailing	0.00	520.00	0.00	520.00		0.00%	0.00
	Total Shared Services	2,419.08	55,120.00	2,419.08	52,700.92		4.39%	6,169.47
A00-1910-100	Ins & Risk Manage: Comm Chair: Personal Svs	86.67	0.00	86.67	86.67-		#DIV/0!	86.67
A00-1910-400	Unallocated Insurance	0.00	32,500.00	0.00	32,500.00		0.00%	26,646.46
A00-1920-400	Municipal Association Dues	1,242.00	1,242.00	1,242.00	0.00		100.00%	1,242.00
A00-1930-400	Judgements & Claims	0.00	5,000.00	0.00	5,000.00		N/A	0.00
A00-1950-400	Taxes & Assessments on Property	0.00	200.00	0.00	200.00		0.00%	0.00
A00-1990-400	Contingent Account	0.00	7,300.00	0.00	7,300.00		0.00%	0.00
	Total	1,328.67	46,242.00	1,328.67	44,913.33		2.87%	27,975.13
A00-3010-100	Public Safety Comm Chair- Personal Service	86.67	0.00	86.67	86.67-		#DIV/0!	86.67
A00-3120-100	Police: Personal Services	33,066.25	290,000.00	33,066.25	256,933.75		11.40%	20,321.77
A00-3120-110	Crossing Guards: Personal Services	3,093.80	19,600.00	3,093.80	16,506.20		15.78%	2,060.10
A00-3120-120	Parking Enforcement: Personal Svc	0.00	0.00	0.00	0.00		#DIV/0!	534.24
A00-3120-200	Police Equipment	0.00	17,253.00	0.00	17,253.00		0.00%	0.00
A00-3120-400	Police: Vehicle Repairs	0.00	7,500.00	0.00	7,500.00		0.00%	377.55
A00-3120-410	Police: Services & Materials	0.00	3,000.00	0.00	3,000.00		0.00%	0.00
A00-3120-411	Police: Gasoline	1,331.59	16,000.00	1,331.59	14,668.41		8.32%	0.00
A00-3120-420	Police: Telephone & Radio	0.00	6,000.00	0.00	6,000.00		0.00%	0.00
A00-3120-430	Police: School & Supplies	0.00	500.00	0.00	500.00		N/A	0.00

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-3120-440	Police: Computer Support	0.00	2,000.00	0.00	2,000.00	0.00%	0.00	
A00-3120-460	Police: Clothing Kane	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-461	Police: Clothing Walz	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-462	Police: Clothing Boulanger	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-463	Police: Clothing Bujarski	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-464	Police: Clothing Clero	75.00	550.00	75.00	475.00	13.64%	0.00	
A00-3120-465	Police: Clothing Burke	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-466	Police: Clothing Esperti	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-467	Police: Clothing Wallach	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-468	Police: Clothing Marino	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-469	Police: Clothing Naranca	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-470	Police: Clothing Dirienzo	0.00	550.00	0.00	550.00	N/A	0.00	
A00-3120-471	Police: Clothing Pupczyk	0.00	550.00	0.00	550.00	N/A	0.00	
A00-3120-472	Police: Clothing Lavell	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-473	Police Clothing Stasiak	0.00	550.00	0.00	550.00	0.00%	0.00	
A00-3120-475	Parking Enforcement: Clothing	0.00	0.00	0.00	0.00	#DIV/0!	0.00	
Total Police		37,653.31	369,553.00	37,653.31	331,899.69	10.19%	23,380.33	

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-3310-200	Traffic Control: Street Sign Equipment	0.00	1,000.00	0.00	1,000.00	0.00%		0.00
A00-3310-400	Traffic Control: Street Signs Contractual	0.00	0.00	0.00	0.00	0.00%		0.00
	Total Traffic Control	0.00	1,000.00	0.00	1,000.00	0.00%		0.00
A00-3410-100	Fire Inspector: Personal Services	315.01	3,780.00	315.01	3,464.99	8.33%		309.04
A00-3410-410	Fire Department: Supplies	0.00	32,250.00	0.00	32,250.00	0.00%		16,125.00
A00-3410-411	Fire Department: Gasoline	265.02	1,400.00	265.02	1,134.98	18.93%		0.00
A00-3410-412	Fire: Heating Oil/Service	0.00	9,000.00	0.00	9,000.00	0.00%		0.00
A00-3410-413	Fire: Diesel	79.92	2,000.00	79.92	1,920.08	4.00%		158.01
A00-3410-440	Fire: Siren	155.57	1,700.00	155.57	1,544.43	9.15%		156.21
A00-3410-450	Fire: Electricity	0.00	3,900.00	0.00	3,900.00	0.00%		557.12
A00-3410-460	Fire: Building Repairs	0.00	3,000.00	0.00	3,000.00	0.00%		0.00
A00-3410-470	Fire: Service Award	0.00	4,250.00	0.00	4,250.00	0.00%		0.00
A00-3410-471	Fire Protection Service: Nelsonville	0.00	34,077.00	0.00	34,077.00	0.00%		17,038.50
	Total Fire Protection	0.00	95,357.00	0.00	94,541.48	0.00%		34,345.88
A00-3510-400	Control of Animals: Contractual	0.00	1,100.00	0.00	1,100.00	0.00%		0.00
A00-3620-100	Building Insp: Personal Svc	1,384.99	16,620.00	1,384.99	15,235.01	8.33%		1,373.29
A00-3620-1400	Building Insp: Contractual	110.29	1,500.00	110.29	1,399.71	7.35%		0.00
	Total Building Inspector	1,495.28	18,120.00	1,495.28	16,624.72	8.25%		1,373.29
A00-4020-100	Registrar Vital Stats: Personal Svc	357.69	3,200.00	357.69	2,842.31	11.18%		238.46
A00-4020-400	Registrar Vital Stats: Contractual	0.00	50.00	0.00	50.00	0.00%		17.90

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
	Total Registrar	357.69	3,250.00	357.69	2,892.31		11.01%	256.36
A00-5110-100	Highway Street Maint: Personal Svc	19,980.25	138,000.00	19,980.25	118,019.75		14.48%	11,356.19
A00-5110-200	Highway Street Maint: Equipment	0.00	6,900.00	0.00	6,900.00		0.00%	0.00
A00-5110-400	Highway Street Maint: Resurfacing	0.00	40,000.00	0.00	40,000.00		0.00%	0.00
A00-5110-410	Highway Street Maint: Supplies & Materials	0.00	6,000.00	0.00	6,000.00		0.00%	73.88
A00-5110-411	Highway Street Maint: Gasoline	252.10	7,000.00	252.10	6,747.90		3.60%	0.00
A00-5110-413	Highway Street Maint: Oil/Service	0.00	4,500.00	0.00	4,500.00		0.00%	0.00
A00-5110-414	Highway Street Maint: Diesel	691.37	9,000.00	691.37	8,308.63		7.68%	657.92
A00-5110-415	Highway Street Maint: Electric	0.00	1,500.00	0.00	1,500.00		0.00%	0.00
A00-5110-420	Highway Street Maint: Equipment Repair	0.00	10,000.00	0.00	10,000.00		0.00%	0.00
A00-5110-430	Highway Street Maint: Office Supply	0.00	100.00	0.00	100.00		0.00%	0.00
A00-5110-440	Highway Street Maint: Telephone	0.00	2,000.00	0.00	2,000.00		0.00%	0.00
A00-5110-450	Highway Street Maint: Safety Equip/Supply	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-5110-461	Highway Street Maint: Clothing/Eye Trimble	0.00	550.00	0.00	550.00		0.00%	0.00
A00-5110-463	Highway Street Maint: Clothing/Eye Norton	0.00	550.00	0.00	550.00		0.00%	0.00
A00-5110-464	Highway Street Maint: Clothing/Eye K. Trimble	0.00	550.00	0.00	550.00		0.00%	0.00
A00-5110-465	Highway Street Maint: Clothing/Eye Downey	0.00	550.00	0.00	550.00		0.00%	0.00
A00-5110-470	Street Lighting: Legal & Engineer	0.00	0.00	0.00	0.00		N/A	0.00
A00-5110-475	Street Paving: Legal & Engineer	0.00	0.00	0.00	0.00		N/A	0.00
A00-5110-480	Street Light & Sidewalk Proj Construction	0.00	80,000.00	0.00	80,000.00		N/A	0.00
A00-5110-481	Street Paving & Drainage Proj - Construction	0.00	689,030.00	0.00	689,030.00		N/A	0.00

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	# DIV/01	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	ACTUAL				
A00-5142-100	Snow Removal: Personal Service	0.00	12,000.00	0.00	12,000.00		0.00%		0.00
A00-5142-200	Snow Removal: Equipment	0.00	2,000.00	0.00	2,000.00		0.00%		0.00
A00-5142-400	Snow Removal: Contractual	0.00	0.00	0.00	0.00		N/A		0.00
	Total Highway	20,923.72	1,011,230.00	20,923.72	990,306.28		2.07%		12,039.99
A00-5182-400	Street Lights: Contractual General Street	0.00	41,000.00	0.00	41,000.00		0.00%		282.64
A00-5182-410	Street Lights: Haldane/Butterfield	0.00	1,000.00	0.00	1,000.00		0.00%		0.00
A00-5182-420	Street Lights: Gazebo	0.00	1,300.00	0.00	1,300.00		0.00%		118.88
A00-5182-440	Street Lights: Subway	0.00	2,000.00	0.00	2,000.00		0.00%		0.00
	Total Street Lights	0.00	45,300.00	0.00	45,300.00		0.00%		401.52
A00-5410-100	Sidewalks: Personal Service	0.00	15,000.00	0.00	15,000.00		0.00%		0.00
A00-5410-400	Sidewalks: Maintenance & Repair	0.00	5,000.00	0.00	5,000.00		0.00%		0.00
	Total Sidewalks	0.00	20,000.00	0.00	20,000.00		0.00%		0.00
A00-6589-100	Econ Devel Comm Chair: Personal Services	86.67	0.00	86.67	86.67				0.00
A00-7110-400	Parks & Rec - Repairs & Improvements	0.00	7,000.00	0.00	7,000.00		0.00%		243.50
A00-7140-100	Recreation: Personal Service	1,613.18	8,000.00	1,613.18	6,386.82		20.16%		990.15
A00-7140-200	Recreation: Equipment	417.30	500.00	417.30	82.70		83.46%		0.00
A00-7140-400	Recreation: Contractual	0.00	500.00	0.00	500.00		0.00%		0.00
A00-7140-430	Recreation: Tools & Consumables	0.00	300.00	0.00	300.00		0.00%		0.00
A00-7140-440	Recreation: Lawn Care	0.00	1,480.00	0.00	1,480.00		0.00%		0.00
A00-7140-451	Recreation: Pavilion Supplies	0.00	0.00	0.00	0.00		N/A		0.00

Village of Cold Spring

Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-7140-460	Recreation: Christmas Decorations	0.00	250.00	0.00	250.00	250.00	0.00%	0.00
A00-7140-470	Recreation: Electricity	0.00	2,200.00	0.00	2,200.00	2,200.00	0.00%	0.00
A00-7140-471	Recreation Electricity - Dockside	0.00	355.00	0.00	355.00	355.00	0.00%	0.00
	Total Recreation	2,117.15	20,585.00	2,117.15	18,554.52		10.28%	1,233.65
A00-7510-100	Historical Board: Personal Services	70.42	700.00	70.42	629.58	629.58	10.06%	70.00
A00-7510-400	Historical Board: Contractual	0.00	600.00	0.00	600.00	600.00	0.00%	0.00
A00-7510-410	Historical Board: Grant	0.00	18,170.00	0.00	18,170.00	18,170.00	0.00%	0.00
	Total Historical Board	70.42	19,470.00	70.42	19,399.58		0.36%	70.00
A00-7550-400	Celebrations: Contractual	0.00	3,000.00	0.00	3,000.00	3,000.00	0.00%	0.00
A00-7550-415	Celebrations: Community Day Donations	0.00	9,000.00	0.00	9,000.00	9,000.00	0.00%	0.00
	Total Celebrations	0.00	12,000.00	0.00	12,000.00		0.00%	0.00
A00-8010-100	Zoning Board: Personal Services	131.53	650.00	131.53	518.47	518.47	20.24%	42.00
A00-8010-400	Zoning Board: Contractual	0.00	400.00	0.00	400.00	400.00	0.00%	0.00
	Total Zoning Board	131.53	1,050.00	131.53	918.47		12.53%	42.00
A00-8020-100	Planning Board: Personal Services	85.26	1,500.00	85.26	1,414.74	1,414.74	5.68%	66.50
A00-8020-400	Planning Board: Contractual	0.00	600.00	0.00	600.00	600.00	0.00%	0.00
	Total Planning Board	85.26	2,100.00	85.26	2,014.74		4.06%	66.50
A00-8160-100	Garbage: Personal Service	4,199.00	32,000.00	4,199.00	27,801.00	27,801.00	13.12%	2,589.14
A00-8160-110	Recycling: Personal Service	2,223.79	18,000.00	2,223.79	15,776.21	15,776.21	12.35%	1,492.24
A00-8160-400	Garbage: Contractual	0.00	60,000.00	0.00	60,000.00	60,000.00	0.00%	0.00

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-8160-410	Refuse & Garbage: Truck Repair	0.00	22,000.00	0.00	22,000.00	0.00%	0.00	
A00-8160-420	Recycling: Collection Supplies	0.00	250.00	0.00	250.00	0.00%	0.00	
A00-8160-430	Recycling: Contractual	0.00	150.00	0.00	150.00	0.00%	0.00	
	Total Garbage & Recycling	6,422.79	132,400.00	6,422.79	125,977.21	4.85%	4,081.38	
A00-8170-100	Street Clean: Personal Service	0.00	10,000.00	0.00	10,000.00	0.00%	847.28	
A00-8510-400	Community Beautification: Contractual	0.00	1,200.00	0.00	1,200.00	0.00%	0.00	
A00-8540-100	Storm Drain: Personal Service	0.00	1,000.00	0.00	1,000.00	0.00%	0.00	
A00-8540-410	Storm Drain: Supplies	0.00	500.00	0.00	500.00	0.00%	0.00	
A00-8540-440	Storm Drain - Multimodal Project	0.00	0.00	0.00	0.00	N/A	0.00	
A00-8560-400	Tree Removal: Contractual	0.00	2,000.00	0.00	2,000.00	0.00%	0.00	
A00-8560-405	Tree Maintenance: Contractual	0.00	500.00	0.00	500.00	0.00%	0.00	
A00-8560-410	Tree Replacement	0.00	500.00	0.00	500.00	0.00%	0.00	
A00-8560-411	Urban Forestry	0.00	0.00	0.00	0.00	N/A	0.00	
	Total Beautification	0.00	15,700.00	0.00	15,700.00	0.00%	847.28	
A00-8710-100	Energy Conserv & Environment Comm	0.00	0.00	0.00	0.00	N/A	0.00	
A00-9010-800	State Retirement	0.00	88,017.00	0.00	88,017.00	0.00%	0.00	
A00-9015-800	Fire & Police Retirement	0.00	53,117.00	0.00	53,117.00	0.00%	0.00	
A00-9015-810	Firemens Retirement Service Award	0.00	54,075.00	0.00	54,075.00	0.00%	0.00	
A00-9030-800	Social Security	5,471.35	47,000.00	5,471.35	41,528.65	11.64%	3,592.27	
A00-9035-800	Medicare	1,279.59	11,500.00	1,279.59	10,220.41	11.13%	840.16	

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
A00-9040-800	Workers' Compensation	0.00	35,000.00	0.00	35,000.00		0.00%	0.00
A00-9040-801	Workers Comp: Firemen	0.00	19,000.00	0.00	19,000.00		0.00%	0.00
A00-9050-800	Unemployment Insurance	0.00	1,500.00	0.00	1,500.00		0.00%	0.00
A00-9055-800	Disability Insurance	27.21	600.00	27.21	572.79		4.54%	0.00
A00-9060-800	Medical Insurance	30,986.52	182,000.00	30,986.52	151,013.48		17.03%	30,967.66
A00-9060-802	Dental Insurance: Trimble	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-804	Dental Insurance: Norton	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-805	Dental Insurance: K. Trimble	0.00	500.00	0.00	500.00		0.00%	0.00
A00-9060-806	Dental Insurance: Saari	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-807	Dental Insurance: Mageean	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-808	Dental Insurance: C. Costello	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-809	Dental Insurance: Downey	0.00	1,000.00	0.00	1,000.00		0.00%	0.00
A00-9060-820	EyeGlass: Saari	0.00	250.00	0.00	250.00		0.00%	0.00
A00-9060-821	EyeGlass: C. Costello	0.00	250.00	0.00	250.00		0.00%	0.00
A00-9060-822	EyeGlass: Mageean	0.00	250.00	0.00	250.00		0.00%	0.00
	Total Employee Benefits	37,764.67	499,059.00	37,764.67	461,294.33		7.57%	35,400.09
A00-9740-900	Principal on Capital Note	0.00	28,000.00	0.00	28,000.00		0.00%	0.00
A00-9740-910	Interest on Capital Note	0.00	5,000.00	0.00	5,000.00		0.00%	0.00
A00-9780-100	Interest on Butterfield Loan	141.00	141.00	141.00	0.00		100.00%	282.00
A00-9901-900	Interfund Transfer: Principle	0.00	0.00	0.00	0.00		N/A	0.00
A00-9901-910	Interfund Transfer: Interest	0.00	0.00	0.00	0.00		N/A	0.00

Village of Cold Spring
Statement of Revenues & Expenditures

For Period Ending 06/30/2014

ACCOUNT	DESCRIPTION	CURRENT PERIOD		CURRENT YEAR TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
		ACTUAL	BUDGET	ACTUAL	BUDGET			
	Total Debt Payments	141.00	33,141.00	141.00		0.00	0.43%	282.00
	Total Expenditures	137,694.57	2,700,140.00	137,694.57		2,529,532.10	5.10%	165,630.01
	Excess of Revenues over Expenditures	1,283,122.14		1,283,122.14				938,946.58

Village of Cold Spring
Statement of Revenues & Expenditures - Water Fund
For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date		PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET		Used To Date		
F00-2140-100	Usage - Cold Spring	0.00	165,000.00	0.00	165,000.00	0.00%		0.00
F00-2140-200	Usage - Nelsonville/Phillipstown	0.00	27,000.00	0.00	27,000.00	0.00%		0.00
F00-2142-100	Flat Rate - Cold Spring	0.00	289,000.00	0.00	289,000.00	0.00%		0.00
F00-2142-200	Flat Rate - Nelsonville/Phillipstown	0.00	89,000.00	0.00	89,000.00	0.00%		0.00
F00-2148-100	Penalty - Cold Spring	0.00	6,500.00	0.00	6,500.00	0.00%		0.00
F00-2148-200	Penalty - Nelsonville/Phillipstown	0.00	3,700.00	0.00	3,700.00	0.00%		0.00
F00-2401-000	Interest Earnings	3,138.46	6,500.00	3,138.46	3,361.54	48.28%		3,727.46
F00-2770-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	N/A		0.00
F00-5031-000	Interfund Transfer - Principal	0.00	0.00	0.00	0.00	N/A		0.00
F00-5031-100	Interfund Transfer - Interest	0.00	0.00	0.00	0.00	N/A		0.00
	Fund Balance Transfer	0.00	90,000.00	0.00	90,000.00	0.00%		0.00
	Total Revenues	3,138.46	676,700.00	3,138.46	673,561.54	0.46%		3,727.46
F00-1320-400	Auditor - Contractual	0.00	2,750.00	0.00	2,750.00	0.00%		0.00
F00-1380-000	Fiscal Agent Fees	0.00	1,937.00	0.00	1,937.00	0.00%		0.00
F00-1910-400	Unallocated Insurance	0.00	25,000.00	0.00	25,000.00	0.00%		23,315.65
F00-1950-400	Taxes & Assessments	11.54	1,000.00	11.54	988.46	1.15%		11.26
F00-1990-400	Contingent Account	0.00	7,818.00	0.00	7,818.00	0.00%		0.00
F00-8310-200	Administration - Equipment	0.00	17,000.00	0.00	17,000.00	0.00%		0.00
F00-8310-400	Administration - Secondary Operations	0.00	5,000.00	0.00	5,000.00	0.00%		0.00
F00-8310-405	Administration - Contractual	0.00	1,000.00	0.00	1,000.00	0.00%		0.00
F00-8310-410	Administration - Supplies	0.00	600.00	0.00	600.00	N/A		0.00

Village of Cold Spring
Statement of Revenues & Expenditures - Water Fund
For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET			
F00-8310-415	Attorney Contractual	0.00	9,000.00	0.00	9,000.00	0.00%	0.00
F00-8310-420	Administration - Computer Software	1,579.45	1,200.00	1,579.45	379.45-	131.62%	1,462.46
F00-8310-4300	Administration - Computer Support	0.00	1,000.00	0.00	1,000.00	0.00%	0.00
F00-8311-400	Building & Grounds	0.00	4,000.00	0.00	4,000.00	0.00%	0.00
F00-8320-130	Source of Supply: Personal Services	0.00	5,000.00	0.00	5,000.00	N/A	216.00
F00-8320-200	Source of Supply: Equipment	0.00	5,000.00	0.00	5,000.00	0.00%	0.00
F00-8320-400	Source of Supply - Contractual	0.00	8,000.00	0.00	8,000.00	0.00%	0.00
F00-8320-420	Source of Supply - Dam Engineering	0.00	20,000.00	0.00	20,000.00	0.00%	0.00
F00-8330-100	Purification - Personal Service	11,316.63	91,000.00	11,316.63	79,683.37	12.44%	6,284.07
F00-8330-200	Purification - Equipment	0.00	0.00	0.00	0.00	N/A	0.00
F00-8330-210	Purification - Supplies	0.00	2,500.00	0.00	2,500.00	0.00%	0.00
F00-8330-230	Purification - Sludge Disposal	0.00	9,000.00	0.00	9,000.00	0.00%	0.00
F00-8330-410	Purification - Engineer Contract	0.00	10,000.00	0.00	10,000.00	0.00%	0.00
F00-8330-413	Purification - Equipment Repair	0.00	24,000.00	0.00	24,000.00	0.00%	0.00
F00-8330-420	Purification - Auto Expenses	0.00	2,000.00	0.00	2,000.00	0.00%	0.00
F00-8330-421	Purification-Gasoline	248.86	1,300.00	248.86	1,051.14	19.14%	0.00
F00-8330-430	Purification - Electricity	0.00	20,000.00	0.00	20,000.00	0.00%	0.00
F00-8330-440	Purification - Heating	0.00	6,000.00	0.00	6,000.00	0.00%	0.00
F00-8330-450	Purification - Chemical	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
F00-8330-460	Purification - Maintenance	0.00	2,000.00	0.00	2,000.00	0.00%	0.00
F00-8330-470	Purification - Phone/ Fax / Pager	0.00	1,600.00	0.00	1,600.00	0.00%	0.00
F00-8330-480	Clothing & Eyecare - Phillips	0.00	550.00	0.00	550.00	0.00%	0.00
F00-8330-481	Clothing & Eyecare - Monroe	0.00	550.00	0.00	550.00	0.00%	0.00

Village of Cold Spring
Statement of Revenues & Expenditures - Water Fund
For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date		PRIORITY YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET		Used To Date	ACTUAL	
F00-8330-490	Purification - Lab Analysis	0.00	2,500.00	0.00	2,500.00	0.00%	0.00	0.00
F00-8340-100	Transmission & Distr: Repair \$ Maint Personal Sv	0.00	3,500.00	0.00	3,500.00	0.00%	0.00	0.00
F00-8340-400	Transmission & Distribution: Contractual	0.00	2,000.00	0.00	2,000.00	0.00%	0.00	0.00
F00-8340-420	Transmission & Distribution: Engineering	0.00	7,000.00	0.00	7,000.00	0.00%	0.00	0.00
F00-9010-800	State Retirement	0.00	21,375.00	0.00	21,375.00	0.00%	0.00	0.00
F00-9030-800	Social Security	699.74	6,000.00	699.74	5,300.26	11.66%	401.95	
F00-9035-800	Medicare	163.69	2,100.00	163.69	1,936.31	7.79%	94.00	
F00-9040-800	Workers' Compensation	0.00	6,000.00	0.00	6,000.00	0.00%	0.00	0.00
F00-9055-800	Disability Insurance	13.60	300.00	13.60	286.40	4.53%	0.00	0.00
F00-9060-800	Medical Insurance	3,432.62	22,000.00	3,432.62	18,567.38	15.60%	3,377.34	
F00-9060-801	Dental - Phillips	0.00	1,000.00	0.00	1,000.00	0.00%	0.00	0.00
F00-9710-600	Serial Bonds - Principal	190,000.00	190,000.00	190,000.00	0.00	100.00%	185,000.00	
F00-9710-700	Serial Bonds - Interest	9,415.40	17,120.00	9,415.40	7,704.60	55.00%	10,702.08	
F00-9730-600	BAN Principal	0.00	20,000.00	0.00	20,000.00	0.00%	0.00	0.00
F00-9730-700	BAN Interest	0.00	20,000.00	0.00	20,000.00	0.00%	0.00	0.00
F00-9901-900	Transfer to Other Funds	0.00	27,000.00	0.00	27,000.00	0.00%	0.00	0.00
	Total Expenditures	216,881.53	658,700.00	216,881.53	441,818.47	32.93%	230,864.81	
	Excess of Revenues over Expenditures for Report	213,743.07-		213,743.07-			227,137.35-	

Village of Cold Spring

Statement of Revenues & Expenditures - Sewer Fund

For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET			
G00-2120-100	Flat Rate Rents - Cold Spring	0.00	405,000.00	0.00	405,000.00	0.00%	0.00
G00-2120-200	Flat Rate Rents - Nelsonville/Phillipstown	0.00	6,500.00	0.00	6,500.00	0.00%	0.00
G00-2121-100	Usage Cold Spring Sewer Charges	0.00	61,000.00	0.00	61,000.00	0.00%	0.00
G00-2121-200	Usage Nelsonville/Phillipstown Sewer Charges	0.00	1,200.00	0.00	1,200.00	0.00%	0.00
G00-2128-100	Penalty Cold Spring	0.00	5,500.00	0.00	5,500.00	0.00%	0.00
G00-2128-200	Penalty Nelsonville/Phillipstown	0.00	200.00	0.00	200.00	0.00%	0.00
G00-2401-000	Interest and Earnings	0.00	7,500.00	0.00	7,500.00	0.00%	29.24
G00-2770-000	Miscellaneous Revenues	0.00	0.00	0.00	0.00	N/A	0.00
G00-3960-000	State Aid: Emergency Disaster Assistance	0.00	0.00	0.00	0.00	N/A	0.00
G00-5301-000	Interfund Transfers	0.00	0.00	0.00	0.00	N/A	0.00
	Fund Balance Transfer	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
	Total Revenues	0.00	511,900.00	0.00	511,900.00	0.00%	29.24
G00-1320-400	Auditor - Contractual	0.00	2,750.00	0.00	2,750.00	0.00%	0.00
G00-1380-400	Fiscal Agent Fees	0.00	912.00	0.00	912.00	N/A	0.00
G00+1410-400	Attorney: Contractual	0.00	4,000.00	0.00	4,000.00	0.00%	0.00
G00-1910-400	Unallocated Insurance	0.00	21,000.00	0.00	21,000.00	0.00%	16,654.04
G00-1990-400	Contingent Account	0.00	17,044.00	0.00	17,044.00	N/A	0.00
G00-8110-400	Administration - Contractual	0.00	1,000.00	0.00	1,000.00	0.00%	0.00
G00-8110-410	Administration - Supplies	0.00	500.00	0.00	500.00	0.00%	0.00
G00-8110-420	Administration - Computer Software	1,579.45	1,200.00	1,579.45	379.45-	131.62%	1,462.46
G00-8120-415	Sanitary Sewer - Equipment Repair	0.00	30,000.00	0.00	30,000.00	0.00%	0.00

Village of Cold Spring

Statement of Revenues & Expenditures - Sewer Fund

For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/ Used To Date	PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET			
G00-8120-417	Sanitary Sewer-Repairs & Improvements	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
G00-8120-418	Sanitary Sewer - Engineering For I & I	0.00	20,000.00	0.00	20,000.00	0.00%	0.00
G00-8120-420	Sanitary Sewer - Electricity	0.00	5,800.00	0.00	5,800.00	0.00%	442.70
G00-8130-100	Treatment & Dispos - Personal	8,556.51	69,000.00	8,556.51	60,443.49	12.40%	5,187.08
G00-8130-200	Treat & Dispos - Equipment	0.00	3,000.00	0.00	3,000.00	0.00%	0.00
G00-8130-210	New Equipment Consumable	0.00	2,000.00	0.00	2,000.00	0.00%	0.00
G00-8130-410	Treatment & Dispos - Personal Training	0.00	1,200.00	0.00	1,200.00	0.00%	0.00
G00-8130-411	Treatment & Dispos - Sludge Management	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
G00-8130-412	Treatment & Dispos - Administration	0.00	3,000.00	0.00	3,000.00	0.00%	0.00
G00-8130-413	Treatment & Dispos - Equipment Repair	0.00	6,500.00	0.00	6,500.00	0.00%	0.00
G00-8130-414	Equipment Repair/ IN	0.00	1,000.00	0.00	1,000.00	0.00%	0.00
G00-8130-420	Treatment & Dispos - Auto Expense	0.00	3,500.00	0.00	3,500.00	0.00%	0.00
G00-8130-421	Treatment & Dispos - Gasoline	100.19	1,700.00	100.19	1,599.81	5.89%	0.00
G00-8130-430	Treatment & Dispos - Electricity Plant	0.00	53,000.00	0.00	53,000.00	0.00%	4,637.05
G00-8130-440	Treatment & Dispos - Heating	0.00	2,000.00	0.00	2,000.00	0.00%	0.00
G00-8130-450	Treatment & Dispos - Disinfection	0.00	4,000.00	0.00	4,000.00	0.00%	0.00
G00-8130-460	Treatment & Dispos - Maintenance Contractual	0.00	1,500.00	0.00	1,500.00	0.00%	0.00
G00-8130-461	Treatment & Dispos - Engineer Contractual	0.00	15,000.00	0.00	15,000.00	0.00%	0.00
G00-8130-470	Treatment & Dispos - Telephone	0.00	1,400.00	0.00	1,400.00	0.00%	89.90
G00-8130-480	Treatment & Dispos - Building & Grounds	0.00	2,000.00	0.00	2,000.00	N/A	0.00
G00-8130-490	Treatment & Dispos - Chemical Testing	0.00	1,700.00	0.00	1,700.00	0.00%	0.00
G00-8130-491	Laboratory Supplies	0.00	500.00	0.00	500.00	0.00%	0.00
G00-8131-100	Treatment & Dispos: Bldg & Grounds: Personal	0.00	1,000.00	0.00	1,000.00	N/A	0.00

Village of Cold Spring

Statement of Revenues & Expenditures - Sewer Fund

For Period Ending 06/30/2014

	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		Total Budget Remaining	% Budget Realized/Used To Date	PRIOR YEAR-TO-DATE ACTUAL
	ACTUAL	BUDGET	ACTUAL	BUDGET			
G00-8131-400	Treatment & Disposal: Bldg & Grounds: Contractu	0.00	500.00	0.00	500.00	N/A	0.00
G00-9010-800	State Retirement	0.00	16,195.00	0.00	16,195.00	0.00%	0.00
G00-9030-800	Social Security	529.07	4,600.00	529.07	4,070.93	11.50%	320.53
G00-9035-800	Medicare	123.68	1,300.00	123.68	1,176.32	9.51%	74.94
G00-9040-800	Workers' Compensation	0.00	4,400.00	0.00	4,400.00	0.00%	0.00
G00-9055-800	Disability Insurance	13.61	300.00	13.61	286.39	4.54%	0.00
G00-9060-800	Medical Insurance	6,235.98	42,000.00	6,235.98	35,764.02	14.85%	7,920.22
G00-9060-802	Dental Monroe	0.00	1,000.00	0.00	1,000.00	0.00%	0.00
G00-9710-600	Serial Bonds - Principal	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
G00-9710-700	Serial Bonds - Interest	0.00	13,399.00	0.00	13,399.00	0.00%	0.00
G00-9730-600	BAN - Principal	0.00	25,000.00	0.00	25,000.00	0.00%	0.00
G00-9730-700	BAN: Interest	0.00	21,000.00	0.00	24,000.00	0.00%	0.00
G00-9901-900	Transfer to Other Funds	0.00	27,000.00	0.00	27,000.00	0.00%	0.00
	Total Expenditures	17,138.49	511,900.00	17,138.49	494,761.51	3.35%	36,788.92
	Excess of Revenues over Expenditures for Report	17,138.49-		17,138.49-			36,759.68-



VILLAGE OF COLD SPRING

85 MAIN STREET

COLD SPRING, NEW YORK 10516

INCORPORATED APRIL 22, 1846

CODE ENFORCEMENT

Office of the Building, Zoning & Fire Inspector

PHONE (845) 265-3964 FAX (845) 265-1002

Code Enforcement Report for the Month of **June 2014**

Building Permits Issued: (7)

113 Main Street, Deck
17 Marion Avenue, Solar
113-119 Main Street, Facade
82 Main Street, Int Store
168 Main Street, Beam
1 Bank Street, Propane Fill Station
16 Stone Street, Int Alt

Alarm Permits (0)

None

Building/Complaint Inspections: (14)

43 Garden Street, Add & Alt – Framing
43 Garden Street, Add & Alt – Framing Re-inspection
32 West Street, Drainage Complaint
3 North Street, Add & Alt - Rough Plumbing
217 Main Street, Tree down/Damage Complaint
49 Chestnut Street, Int Alt. – CO
32 West Street, Lattice Installed – HDRB Complaint
14 Academy Street, Wall – CO
10 Stone Street, Int Alt – Rough Framing
7-11 Parrott Street, Dumping Complaint
212 Main Street, Add & Alt – CO
207 Main Street, Replacement Windows – HDRB Complaint
8 Fair Street, Wood Stove
Springbrook Condos, Sewerage Dumping

Certificates of Occupancy/Compliance Issued: (1)

1 Bank Street, Propane Fill Station

Complaints/Violations: (14)

37 Fair Street, VCS & NYS Violations- *On Going Violations*
10 Whitehill Place, Deck – *W/O Permit, Application*
7-11 Locust Ridge, Fence – *HDRB Complaint*
54-60 Parsonage Street, Maint – *Under Investigation*
27 Market Street, Gas Station complaints, Vacuum, Min Mart, etc. – *Under Investigation (On Going)*
62-68 Chestnut Street, Community Space Usage – *Village Attorney*
Main Street, Sidewalk – *Merchandise (On Going)*
207 Main Street, replacement Windows – *Unfounded*
Springbrook Condos, Sewage Discharge – *Resolved*
Chestnut Street & Main Street, Sign Ordinance – *Village Attorney*
32 West Street, Lattice Installed – *HDRB Complaint*

217 Main Street, Tree Down & Damage – *Unfounded Private Property*
202 Main Street, Misc. Work – *HDRB Complaint*
217 Main street, Replacement Windows –*HDRB Complaint*

Referrals: (3)

36 Mountain Ave, Add & Alt – Referral HDRB & ZBA
15 Parrott street, Fence – HDRB & ZBA
14 Stone Street, Shed Gutters – HDRB

Fire Inspections (0)

None

Fire/Inspection Violations (0)

None

Noise Ordinance Waivers (0)

None

Records Search (4)

124 Main Street
6 Paulding Avenue
4 Furnace Street
1 Bank Street

New Matters before Code Enforcement – June 2014: (14)

Dumpster/Pod Permits (0)

Other Matters: (6)

Gas Inspections, PC vs CS
Building Fees
Sign Ordinance
Building Ordinances
Intern
File Organization

Submitted,



William C. Bujarski, AIA
Code Enforcement Official

Copy to: Mayor & Board of Trustees, Village Atty, Village Clerk

<u>Item</u>	<u>Fee</u>	<u>Comments</u>	<u>Current Fee</u>
Applications - Filing Fee	\$75.00		Same
Application Work on/over Public - Filing Fee	\$75.00		None
Permit Fee - New Construction	\$0.50/SF*	* \$75.00 Min	Same
Permit Fee - Interior Construction	\$0.40/SF*	* \$75.00 Min	None
Permit Fees - Interior Non Construction	\$0.20/SF*	* \$75.00 Min	\$.30/sf
Permit Fees - Decks	\$0.40/SF*	* \$75.00 Min	None
Permit Fees - Site Work	\$0.30/SF*	* \$75.00 Min	None
Permit Fee Renewals -	\$100.00	2 Renewal Limit	Same
Plumbing - Permit (Excluding those specifically listed below)	\$50.00	for every 3 fixtures	Same
Certificate of Occupancy/Compliance (after 1st year of Bldg. Permit)	\$75.00	Includes 1 inspection in addition to BP Renewal	Same
Re-Inspection	\$100.00		None
Records Search			
File Search Only	\$75.00		Same
Residential - File Search & Site Review	\$125.00		\$100.00
Commercial, Multifamily, Combination - File Search & Site Inspection	\$150.00		Same
Re-Inspection	\$100.00		None
Fence, Wall, Patio	\$75.00		\$50.00
Accessory Bldgs - Sheds Only (under 125 SF)	\$75.00		\$50.00
Accessory Bldgs - All Others (over 125 SF) (see Applications & Permit Fees above)	See above		None
Wood Burning/Pellet Stoves & Fireplaces	\$75.00		Same
Solar Panels - Application Fee	\$75.00		Same
Permit Fee	\$.10/SF	\$75.00 Min	None
Gas - Application/Inspections	\$75.00	Per connection	None
Gas - Re-Inspection	\$100.00	Per connection	None
Electrical - Permits	Putnam County	Consumer Affairs	None
Contractor - Registration	Putnam County	Consumer Affairs	N/A
Contractor - Licensing	Putnam County	Consumer Affairs	N/A
Generators, Mechanical Equipment	\$75.00	Per System Item	None
Fuel Tanks - Each Less Than 200 gals	\$75.00	Incl. gas, propane, etc	None
Fuel Tanks - Each Greater Than 200 gals	\$100.00	Incl gas, propane, etc.	None
Fuel Tanks - Removal	\$75.00		None
Windows, Doors, Roofs,Siding - Replacements (HDRB compliance inspection required)	\$75.00		\$50.00

Demolition Application Fee	\$75.00		Same
Demolition Permit Fee (1 year)	\$.30/SF		Same
Demolition - Renewal (6 months term)	\$100.00*	*2 renewal limit	Same
Pools (incl Hot Tubs)			
less than 5,000 gals	\$75.00		\$50.00
5,000 gals to less than 15,00 gals	\$100.00		\$75.00
15,000 gals to less than 25,000 gals	\$125.00		\$100.00
25,000 or greater	\$150.00		Same
Fees - Work Without Permit (plus applicable fees)	\$250.00	<i>per occurrence (per 7 days)</i>	Same
Dumpster/Storage Pods (4 Day)	\$30.00		\$25.00
Renewal/Extension (per day)	\$10.00		Same
Permanent Affixed Sign (HDRB compliance inspection required)	\$50.00	per sign	Same
Fire Inspections - Tri-Annual per NYS Code			
1st Inspection - All Types incl 1 Reinspect	\$25.00		None
Tri Annual - Commercial, Multi Family & Combination Premises	\$75.00		Same
Reinspection of Tri Annual for Compliance	\$50.00		Same
Alarm Permits/Renewals (3 years)			
Residential	\$35.00		Same
Commercial	\$60.00		Same
Commercial/Residential	\$85.00		Same
Industrial	\$125.00		Same
Zoning Board of Appeals (ZBA)			
Application Fee	\$50.00	plus application with Bldg Dept	
Escrow	TBD	for Referral	
Planning Board			
Application Fee - Construction	\$50.00	plus application with Bldg Dept	
Application Fee - Non Construction (eg: Use, Change of Use, etc.)	None	for Referral	
Minor Subdivision Fee	\$100.00		
Major Subdivision Fee	\$500.00		
Escrow	TBD		
Historic Design Review Board (HDRB)			
Application Fee	None	plus application with Bldg Dept	
		for Referral	
WCB 7-2-2014			

Cold Spring Village Court
Summary Report of Cases Started
Judge Thomas J. Costello

Report date: 07/01/2014

06/01/2014 to 06/30/2014

All Judges

<u>STATUTE</u>	<u>COUNT</u>	<u>ADDITIONAL INFORMATION</u>	
PL	1	Number of DWIs - 1192:	0
VTL	26	Number of AUOs - 511:	0
VC	1	Number of Speeds - 1180:	6
		Number of Defendants:	28
		Total Number Charges:	28
		Average Charges/Defendant:	1.00
		Number of Small Claims:	0



OFFICE OF THE STATE COMPTROLLER
 Thomas P. DiNapoli, Comptroller

JUSTICE COURT FUND
 110 STATE STREET
 ALBANY, NY 12236

Thomas Costello - Justice
 Village of Cold Spring
 85 Main St
 Cold Spring, NY 10516

June 18, 2014

For your information, shown below is the "Distribution Summary" of all reports received by us from the Village Court for the month of May 2014.

Receipts

Justice	Report Month/Seq	Amount
Alan Steiner	May 2014/01	\$0.00
Thomas Costello	May 2014/01	\$9,043.00
Total Court Receipts		\$9,043.00

DISTRIBUTION SUMMARY ¹						
Code	Trans	State	County	Village	Other	Amount
AA	3			125.00		125.00
AB	38			2,850.00		2,850.00
AC	21	685.00		315.00		1,000.00
AD	1			2,295.00		2,295.00
AH	2			250.00		250.00
AI	1		10.00-	10.00		10.00
BT	1			10.00		10.00
BU			5.00			5.00
CA		100.00				100.00
CB		1,200.00				1,200.00
CC		25.00				25.00
FF		70.00				70.00
FL		70.00				70.00
FS		105.00				105.00
MS		938.00				938.00
TOTALS:		3,193.00	5.00-	5,855.00		9,043.00

¹ For an explanation of distribution codes, see the Comptroller's Handbook for Town and Village Justices



The Ride for Crohn's and Colitis

P: 718.875.2123 F: 718.875.2394 www.IBDride.org

June 25, 2014

Bruce Campbell, Trustee
Village of Cold Spring
85 Main Street
Cold Spring, NY 10516

Re: 2014 New York Ride

Dear Trustee Campbell:

Thank you for allowing us to use Mayor's Park Pavilion as a rest stop site for our charity bicycle ride on June 7th and 8th, 2014. Our riders appreciate the opportunity to rest at strategic intervals, and we are very grateful that you allowed us to use the park as one of those locations.

The Ride achieved its goals of broadening awareness about Crohn's disease and ulcerative colitis and empowering our participants, which are the major purposes of Get Your Guts in Gear, Inc.

Cooperation by municipalities and organizations along the route is vital to producing our Ride, and we are very grateful for your help. If you have questions or comments about the Ride or our use of the Pavilion, please do not hesitate to contact us at (718) 875-2123.

Sincerely,

Elyse Hallenbeck
Director

Jay Pacitti
Logistics Contractor

Mary Saari

From: Maggie Overfelt [REDACTED]
Sent: Monday, July 07, 2014 4:05 PM
To: vcsclerk@bestweb.net
Subject: Request to be added to agenda of July 15th Village Board meeting

Hi, Mary and Cold Spring:

I'm Maggie Valentine, a resident at 6 Garden Street since 2008 (my husband has lived on Garden Street for over 38 years). I'd love to be added to the July 15th Village Board meeting's agenda to inquire **briefly about a potential residential parking sticker/permit program.**

I'd like to give a brief synopsis of what it's like for village residents, especially those without driveways, to try and find parking on their streets during weekly business hours. **A residential parking plan would help drive revenue to the village without penalizing the folks who pay taxes to live here.**

I'm not sure if you need all the background, but here it is:

The issue came to light July 4, when we realized that Cold Spring Police was set to enforce four- and five-hour parking rules around the downtown area for the first time in many years. After watching the police officer jot down the license plate numbers of residents' cars parked on Garden Street that day, my neighbors and I started to wonder about the problems we have during weekday business hours, when Garden Street is clogged with two groups of non-resident cars: 1. the many Metro North commuters looking to park in a place where they don't have to pay the meters/fees required at the train station and 2. Main Street business employees who park on the side streets to be close to their job (closer than parking in the free municipal lot would allow them to be).

While resident cars aren't usually in one spot for more than the overnight hours--many of us work during the day and/or are gone for hours at a time--between the employees of Cold Spring Pizza and Tightrope Interactive, there are at least eight non-resident cars parked on Garden Street Monday through Friday for more than 8, 10 and even 12 hours. That's a lot of potential revenue for the village.

I look forward to addressing the Board.

Thank you,
Maggie Valentine
6 Garden Street
[REDACTED]

07/07/2014

AGREEMENT

Between

VILLAGE OF COLD SPRING

And

**VILLAGE OF COLD SPRING
POLICE BENEVOLENT ASSOCIATION, INC.**

JUNE 1, 2013 THROUGH MAY 31, 2017

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PREAMBLE

This Agreement made and entered into this ____ day of _____, 2014 by the Village of Cold Spring (hereinafter referred to as the "Employer") and the Village of Cold Spring Police Benevolent Association, Inc. (hereinafter referred to as the "PBA").

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperating relationship between the Village of Cold Spring and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
2. To promote fair and reasonable working conditions.
3. Comply with the New York State Public Employees' Fair Employment Act.

ARTICLE 1

RECOGNITION, MEMBERSHIP DUES DEDUCTION, AGENCY SHOP FEE AND ASSESSMENTS

1.1 Recognition

The Employer recognizes the PBA as the sole and exclusive bargaining agent and representative with unchallenged representation status for the maximum period allowed by law for all part time police officers, excluding the Chief of Police and all other employees.

In the event the Employer creates a full time police officer position(s), it agrees to recognize and place that title into the PBA unit. The Employer further agrees to provide the PBA President with a minimum of thirty (30) calendar days written notice of the creation of a full time police officer position(s). Upon written receipt to the Office of the Mayor by the PBA President or designee for a demand to negotiate terms and conditions of employment for the full time police officer(s), the Employer agrees to commence negotiations with the PBA and/or its designee within thirty (30) calendar days of receipt of the demand to negotiate. In the event an agreement is not reached prior to the proposed start date(s) of the full time police officer(s), the Employer may establish the initial terms and conditions of employment, subject to its continuing obligation to negotiate all terms and conditions of employment. In the event the parties do not reach a negotiated agreement, the impasse procedure of the Taylor Law shall apply (e.g., mediation and interest arbitration).

1.2 Application of Collective Bargaining Agreement

This Agreement shall apply to the bargaining unit as defined in Section 1.1 above.

1.3 Membership Dues Deduction

Upon written authorization of the employee concerned, but no later than the first (1st) week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Employer and PBA, the Employer shall deduct the membership dues established by the PBA from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Employer shall transmit all dues deductions to the PBA each pay period.

The PBA shall notify the Employer, in writing, the established dues for deduction, and changes, as they occur.

1.4 Agency Shop Fee Deduction

The Employer agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth in Section 1.3 herein, who is not a member of the PBA, but is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditure by the PBA in aid of activities or cause incidentally related to terms and conditions of employment. The Employer shall deduct the Agency Shop Fee from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Employer shall transmit all Agency Shop Fee deductions to the PBA each pay period.

The PBA shall notify the Employer, in writing, the established Agency Shop Fee for deduction, and changes, as they occur.

In the event an employee who is subject to the Agency Shop Fee deduction initiates an action or proceeding in a court of competent jurisdiction or before an administrative agency regarding the payment of an Agency Shop Fee Deduction, the PBA agrees to indemnify and save harmless the Employer from and against its cost of the action or proceeding.

1.5 Assessments

The Employer agrees to deduct from the wages of an employee any assessment established by the PBA. The Village shall transmit all assessments to the PBA each pay period. The PBA shall notify the Village, in writing, the assessment to be deducted. This section does not apply to a payroll deduction for a fine assessed on a unit member.

ARTICLE 2

PBA OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

2.1 Affirmation Not to Strike

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The PBA further agrees that it shall not cause or sanction either directly or indirectly, any strike or other stoppage or slowing down of work.

2.2 PBA Officers

The PBA shall forward to the Employer a list of the names and titles of its officers and representatives, plus changes as they occur.

2.3 PBA Bulletin Board

There shall be a designated bulletin board or a reasonable section thereof, in the police department, for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein.

2.4 Discrimination

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer due to work performed on behalf of the PBA and its unit members.

2.5 Labor/Management

Authorized spokespersons for the Employer and PBA shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Village Mayor or designated representative, or PBA President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

ARTICLE 3

DISCIPLINARY PROCEDURE

An employee shall be entitled to PBA representation at any interview where he/she can be the subject of discipline.

Procedure Rights - Formal Stage

Employees who have completed forty (40) months of service with the Village as a part-time police officer shall be entitled to the due process protection set forth in New York State Civil Service Law Section 75.

Notice of Discipline - Formal Stage

In the event that disciplinary charges are preferred, the specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the Notice of Discipline.

The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

“An employee served with a Notice of Discipline has the right to object by filing a response within ten (10) calendar days by exercising his/her rights as set forth above, which shall be fully set forth in the Notice of Discipline served on the employee.”

Procedure Selection - Formal Stage

In the event the employee does object, then he/she shall file a written notice with the Employer and PBA no later than ten (10) calendar days after receiving the Notice of Discipline.

The disciplinary procedure pursuant to Section 75 and/or 76 of the Civil Service Law provides for a hearing by an independent hearing officer at its final stage. The parties agree to the following panel of Hearing Officers:

1. Joseph Wooley
2. Jeffrey Selchick
3. Alan Viani
4. Roger Maher

The above Hearing Officers shall serve on a rotational basis, and can be replaced upon mutual consent of the parties. In the event a Hearing Officer is not available within sixty (60)

calendar days of his/her selection, the Employer has the right to proceed with the appointment of the next Hearing Officer on the list. In the event the next selection has a longer waiting date, the previous Hearing Officer shall serve. The Hearing Officer shall make findings of fact and a penalty recommendation, if any, and submit his/her findings and recommendations to the Village Board for final determination. The remedy for review of the determination and penalty made pursuant to a Section 75 hearing is an appeal through the procedures set forth in the Civil Service Law or an Article 78 of the Civil Practice Law and Rules.

The employee has the right to be represented by the PBA at every stage of the proceeding. Additionally, an employee has the right to a private attorney in lieu of the PBA representative or attorney, but not both, at the hearing stage. If the employee retains a private attorney, it shall be at his/her expense, not the Village or PBA.

Suspension

In no event, however, shall an employee who has been served with a Notice of Discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Settlement

A disciplinary matter may be settled at any stage of the proceeding, including prior to the service of formal charges. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

Fees and Expenses

All fees and expenses of the Hearing Officer, if any, shall be paid by the Employer. All hearings shall have a transcribed record provided at no cost to the employee or PBA.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1 - Terms and Definitions

The Terms and Definitions as used herein shall have the following meaning:

1. **"Employer"** - shall mean the Village of Cold Spring.
2. **"PBA"** shall mean the Village of Cold Spring Police Benevolent Association, Inc.
3. **"Employee(s)"** shall mean any person or persons covered by the terms of this collective bargaining agreement.

4. "Grievant" shall mean employee, groups of employees, or the PBA acting on behalf of same or itself, alleging to have a grievance.
5. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement.
6. "Business day" shall mean Monday through Friday, excluding Holidays.

Section 2 - General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

2. The grievance shall be submitted to the Mayor. A written response is required of the Mayor hereunder and shall be returned to the employee involved and/or the PBA for their response. In the event the written response is unsatisfactory from the Mayor, the grievance shall be appealed to the Village Board. A written response is required from the Village Board and shall be returned to the employee and/or PBA. In the event the Village Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

3. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Agreement, which the employee(s) and/or PBA claim to have been violated and the remedy sought.

4. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, can only be agreed to by the Employer and PBA and the parties shall enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

5. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

Section 3 - Procedure

Step 1: Mayor

The grievant or the PBA shall present the grievance in writing to the Mayor within twenty (20) business days of when the PBA knew or should have known of the violation, misinterpretation or inequitable application of the collective bargaining agreement. The Mayor shall issue a written decision to the employee(s) and the PBA by the end of the tenth (10th) business day after receipt of the grievance, or in the event no written determination is provided as set forth herein, the grievance shall be deemed denied and can be processed to Step 2.

Step 2: The Village Board

If the grievant and/or the PBA, wishes to appeal an unsatisfactory or no decision of Step 1, the appeal must be presented to the Office of the Mayor on behalf of the Village Board within ten (10) business days from the date of receipt of the Step 1 decision, or the twenty-first (21st) business day after the grievance was submitted to Step 1. The Mayor, in consultation with and on behalf of the Village Board, shall issue a written decision to the grievant and/or PBA within five (5) business days after the next regularly scheduled Board meeting, after the appeal was received, or in the event no written determination is provided as set forth herein, the grievance shall be deemed denied and can be processed to Step 3.

Step 3: Arbitration

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Mayor no later than ten (10) business days from receipt of the Village Board's Step 2 determination, or twenty-first (21st) business day after the grievance was submitted to Step 2 for the selection of an arbitrator. The parties agree to the following panel of Arbitrators:

1. Roger Maher
2. Alan Viani
3. Robert Douglas

The above Arbitrators shall serve on a rotational basis, and can be replaced upon mutual consent of the parties.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion which are not essential in reaching the determination.

The Arbitrator's decision shall be final and binding on the parties. The remedy for review of the Arbitrator's decision is an appeal through Article 75 of the Civil Practice Law and Rules.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 5

HOLIDAYS

The Holidays and dates are as follows:

2013

1. New Year's Day (1/1)
2. Martin Luther King, Jr.'s Birthday (1/21)
3. Presidents' Day (2/18)
4. Memorial Day (5/27)
5. July 4th (7/4)
6. Labor Day (9/2)
7. Columbus Day (10/14)
8. Election Day (November) (11/5)
9. Veterans Day (11/11)
10. Thanksgiving Day (11/28)
11. Day After Thanksgiving (11/29)
12. Christmas Eve (12/24)
13. Christmas Day (12/25)
14. New Year's Eve (12/31)

2014

1. New Year's Day (1/1)
2. Martin Luther King, Jr.'s Birthday (1/20)
3. Presidents' Day (2/17)
4. Memorial Day (5/26)
5. July 4th (7/4)
6. Labor Day (9/1)
7. Columbus Day (10/13)
8. Election Day (November) (11/4)
9. Veterans Day (11/11)
10. Thanksgiving Day (11/27)
11. Day After Thanksgiving (11/28)
12. Christmas Eve (12/24)
13. Christmas Day (12/25)
14. New Year's Eve (12/31)

2015

1. New Year's Day (1/1)
2. Martin Luther King, Jr.'s Birthday (1/19)
3. Presidents' Day (2/16)
4. Memorial Day (5/25)
5. July 4th (7/4)
6. Labor Day (9/7)
7. Columbus Day (10/12)
8. Election Day (November) (11/3)
9. Veterans Day (11/11)
10. Thanksgiving Day (11/26)
11. Day After Thanksgiving (11/27)
12. Christmas Eve (12/24)
13. Christmas Day (12/25)
14. New Year's Eve (12/31)

2016

1. New Year's Day (1/1)
2. Martin Luther King, Jr.'s Birthday (1/18)
3. Presidents' Day (2/15)
4. Memorial Day (5/30)
5. July 4th (7/4)
6. Labor Day (9/5)
7. Columbus Day (10/10)
8. Election Day (November) (11/8)
9. Veterans Day (11/11)
10. Thanksgiving Day (11/24)
11. Day After Thanksgiving (11/25)
12. Christmas Eve (12/24)
13. Christmas Day (12/25)
14. New Year's Eve (12/31)

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus nine dollars (\$9.00) for each hour, or part thereof, worked:

1. Martin Luther King, Jr.'s Birthday
2. Presidents' Day
3. Columbus Day
4. Election Day
5. Veterans Day
6. Day After Thanksgiving

An employee who works on a Holiday set forth below, shall be paid his/her hourly rate of pay, plus eleven dollars and fifty cents (\$11.50) for each hour or part thereof worked:

- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Christmas Eve |
| 3. July 4 th | 7. Christmas Day |
| 4. Labor Day | 8. New Year's Eve |

In order to be eligible for Holiday pay, the employee must actually work on that scheduled Holiday.

ARTICLE 6

WORKDAY, WORKWEEK, WORK SCHEDULE, OVERTIME, AND CALL IN/CALL BACK PAY

6.1 Workday - Workweek - Work Schedule

The workday for all employees shall be eight (8) hours, not to exceed forty (40) hours in a pay period, including a paid meal period, during their tour of duty.

All part time employees shall provide a minimum of forty-eight (48) hours of availability each calendar month to the Officer In Charge, or designee, no later than the 15th of the preceding calendar month submitted for availability. In the event of injury or illness, the minimum availability requirement will be waived. In the event of primary full-time employment, the minimum availability requirement may be waived, and any such request will not be unreasonably denied.

Effective May 1, 2014, all part-time employees shall provide a minimum of fifty-six (56) hours (seven (7) tours of duty) of availability for each calendar month to the Officer in Charge, or designee, to be submitted no later than the 12th of the preceding calendar month. All employees shall include in their availability a minimum of one "A" Line, one "B" Line and one "C" Line tour of duty each calendar month. In the event of injury or illness, the minimum availability requirement will be waived. In the event of primary full-time employment, the minimum availability requirement may be waived, and any such request will not be unreasonably denied. The Officer in Charge, or designee, may verify with the employee's primary Employer the employee's unavailability to work any of the scheduled tours of duty. The Officer in Charge, or designee, shall post the work schedule no later than the 22nd of the calendar month for the following calendar month.

6.2 Tours of Duty

An employee shall be scheduled for one of the following tours of duty based on his/her submitted availability:

- "A" Line – 12:00 midnight to 8:00 a.m.
- "B" Line – 8:00 a.m. to 4:00 p.m.
- "C" Line – 4:00 p.m. to 12:00 midnight

Tours of duty shall be scheduled, if availability is submitted in accordance with Section 6.1, starting with the most senior employee and rotating down the seniority list, scheduling each employee for one (1) work day based upon his/her availability until the seniority list is exhausted, and then the assignments will be repeated again, starting with the most senior employee until the open tours of duty are filled, subject to Civil Service limitations on the number of hours a part time officer may work in a pay period.

Effective May 1, 2014, if an employee fails to submit availability as required by Section 6.1, he/she will be scheduled for open tours of duty for the following calendar month after scheduling has been completed in accordance with this section, based upon an employee's availability.

The Officer In Charge shall not be subject to the requirements of this Section and shall be scheduled to work on the "B" Line, Monday to Friday and special details.

6.3 Overtime Payment and Compensation

An employee shall be paid at the rate of one and one-half times (1.5X) his/her applicable hourly rate of pay when he/she works in excess of his/her regularly scheduled eight (8) hour tour of duty, and provided that employee has worked sixteen (16) hours during that work week, or forty (40) hours in a pay period (two weeks). In the event that an employee exceeds forty (40) hours in any pay period (two weeks), the Officer in Charge may reassign the employee's remaining scheduled tours of duty for the pay period provided that forty-eight (48) hours advance notice is given to the employee.

An employee who is required to attend Court or Administrative Hearing (example: Grand Jury, County Court, Village Justice Court, meetings with the District Attorney's Office, DWI Refusal Hearing, etc.), when not scheduled to work, in conjunction with his/her capacity as a police officer for the Employer, shall be guaranteed and paid a minimum three (3) hours or the actual pay for hours or part thereof worked, whichever is greater for "Call-In" within the Village and a minimum of four (4) hours for "Call-In" outside of the Village. The employee shall be entitled, upon the completion of work, to leave, and be paid for the guaranteed minimum set forth herein (example: completes the work in 2 hours, leaves, and is paid for 3 hours).

Overtime shall be authorized in advance by the Officer In Charge or those so designated, when possible.

The Employer agrees to pay overtime to all employees at the rate of one and one-half times (1.5X) the employee's applicable hourly rate, inclusive of longevity, if applicable for all hours worked, or part thereof.

All overtime shall be paid in the pay period earned.

6.4 Call In/Call Back Pay

An employee who is "Called In" and reports to work within one (1) hour before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid for one (1) hour as provided for in this Article and Article 5 - Holidays. An employee who is "Called In" and reports to work more than one (1) hour but less than two (2) hours before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid and guaranteed a minimum of three (3) hours as provided for in this Article and Article 5 - Holidays. An employee who is "Called In" and reports to work two (2) hours or more before his/her regularly scheduled tour of duty, or on a Holiday enumerated in this Agreement, shall be paid for three (3) hours as provided for in this Article and Article 5 - Holidays, or the actual hours or part thereof worked, whichever is greater for "Call-In" within the Village, and a minimum of four (4) hours for "Call-In" outside of the Village. The employee shall be entitled, upon completion of work, to leave and be paid for the guaranteed minimum set forth herein (example: completes the work in 2 hours, leaves, and is paid for 3 hours).

An employee who is "Called Back" to work after he/she has left his/her regularly tour of duty, or on a Holiday enumerated in this Agreement, after the ending time of his/her tour of duty, shall be paid and guaranteed a minimum of three (3) hours as provided for in this Article and Article 5 - Holidays, or the actual hours, or part thereof worked, whichever is greater for "Call Back" within the Village, and a minimum of four (4) hours for "Call Back" outside the Village. The employee shall be entitled, upon completion of work, to leave, and be paid for the guaranteed minimum set forth herein (example: completes the work in 3 hours, leaves, and is paid 4 hours). An employee who works beyond his/her tour of duty (example: completes an arrest in 20 minutes), shall not be guaranteed the minimum hours set forth herein, and shall be paid for those hours or part thereof at straight time or overtime as set forth in this Article.

As set forth above, the employee shall be entitled to leave work upon the completion of what he/she was "Called In" or "Called Back" for, except if the "Call In" runs into his/her regularly scheduled tour of duty.

ARTICLE 7

BASE HOURLY RATE OF PAY AND LONGEVITY SCHEDULE

7.1 Part-time Employees Base Hourly Rate of Pay

<u>Step</u>	<u>Years of Service</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>12/1/14</u>
	Starting w/o MPTC Certification	An employee who attends the required Police Academy, shall be paid the Federal or State minimum hourly rate, whichever is higher, for all hours attending the Police Academy, including travel time and take home assignments that are required, up to a minimum of eight (8) hours each week.		
1	Starting w/MPTC Certification	\$21.92/hr	\$22.14/hr	\$22.36/hr
2	Starting 2 nd Year	\$22.74/hr	\$22.97/hr	\$23.20/hr
3	Starting 3 rd Year	\$23.75/hr	\$23.99/hr	\$24.23/hr
4	Starting 4 th Year	\$24.72/hr	\$24.97/hr	\$25.22/hr
5	Starting 5 th Year	\$25.68/hr	\$25.94/hr	\$26.20/hr
6	Starting 6 th Year	\$26.75/hr	\$27.02/hr	\$27.29/hr

<u>Step</u>	<u>Years of Service</u>	<u>6/1/15</u>	<u>6/1/16</u>
	Starting w/o MPTC Certification	An employee who attends the required Police Academy, shall be paid the Federal or State minimum hourly rate, whichever is higher, for all hours attending the Police Academy, including travel time and take home assignments that are required, up to a minimum of eight (8) hours each week.	
1	Starting w/MPTC Certification	\$22.92/hr	\$23.49/hr
2	Starting 2 nd Year	\$23.78/hr	\$24.37/hr
3	Starting 3 rd Year	\$24.84/hr	\$25.46/hr
4	Starting 4 th Year	\$25.85/hr	\$26.50/hr
5	Starting 5 th Year	\$26.86/hr	\$27.53/hr
6	Starting 6 th Year	\$27.97/hr	\$28.67/hr

All part-time employees shall advance through the Base Hourly Rate Step Program on their anniversary date (date of hire) with the Employer in the Police Department. The Officer In Charge's Base Hourly Rate of Pay shall be a 12.5% differential over and above the Step 6 Base

Hourly Rate of Pay. In addition, the Officer In Charge shall also be entitled to be paid Longevity as set forth below over and above his/her Base Hourly Rate of Pay. Effective June 1, 2014, the Officer in Charge shall also be paid a stipend of \$125.00 per week.

In the event a part-time employee was paid an hourly rate of pay that exceeds the above schedule, or Longevity schedule set forth in 7.2 herein, that employee shall continue to be paid that hourly rate of pay until such time that the above schedule or Longevity schedule provides for an increase. At that time, the employee shall be placed accordingly on the above schedule or Longevity schedule providing for an increase, and shall advance through the Steps set forth in 7.1 and 7.2 herein.

7.2 Part-time Employees Longevity Schedule

<u>Step</u>	<u>Years of Service</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
7	Starting 9 th through 11 th	+.50/hr	+.55/hr	+.55/hr	+.55/hr
8	Starting 12 th through 14 th	+.40/hr	+.45/hr	+.45/hr	+.45/hr
9	Starting 15 th through 17 th	+.40/hr	+.50/hr	+.50/hr	+.50/hr
10	Starting 18 th Year and Above	+.40/hr	+.55/hr	+.55/hr	+.55/hr
TOTAL:		+\$1.70/hr	+\$2.05/hr	+\$2.05/hr	+\$2.05/hr

The above amounts are cumulative.

All part-time employees shall advance through the Longevity Step Program on their anniversary date (date of hire) with the Employer in the police department.

7.3 Differential Pay

An employee who works during the hours of 4:00 p.m. to 8:00 a.m. shall be paid a differential over and above his/her hourly rate of pay as follows:

<u>Tour of Duty</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>1/1/15</u>	<u>6/1/15</u>
"A" Line – 12:00 midnight to 8:00 a.m.	+.50/hr	+.50/hr	+.60/hr	+.70/hr
"C" Line – 4:00 p.m. to 12:00 midnight	+.25/hr	+.25/hr	+.30/hr	+.35/hr
<u>Tour of Duty</u>	<u>6/1/16</u>			
"A" Line – 12:00 midnight to 8:00 a.m.	+.70/hr			
"C" Line – 4:00 p.m. to 12:00 midnight	+.35/hr			

ARTICLE 8

UNIFORMS AND CLEANING ALLOWANCE

8.1 Annual Uniform and Cleaning Allowance

Each employee shall be reimbursed annually in the following amounts for the purchase and/or cleaning of uniforms by the employee:

<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>	<u>6/1/16</u>
\$550.00	\$550.00	\$550.00	\$550.00

In the event any uniform or equipment is destroyed in the performance of duty, it shall be replaced by the Employer at no cost to the employee.

All uniforms and equipment issued by the Employer shall be returned to the Employer upon the employee's separation from service. In the event the employee does not return his/her uniforms and/or equipment, the employee's last paycheck shall be adjusted by the purchase price of the missing item(s) at the time of issue.

8.2 Personal Property

In the event an employee suffers a loss of any personal property made during the course of any arrest or in the line of duty, they shall be reimbursed up to a maximum of one hundred dollars (\$100.00) for each occurrence, except eyeglasses, which shall be at the actual cost.

ARTICLE 9

EDUCATIONAL TRAINING

9.1 Annual Training

The Employer shall provide four (4) training days, consisting of a maximum of eight (8) consecutive hours, to each employee, which will consist of the following:

- a. Two (2) days (16 hours) for firearms qualifications and/or re-qualifying with the employee's duty and off-duty weapon, if any, and review of the New York State Criminal Procedure Law as required by the Police Department's Rules and Regulations.
- b. Two (2) days (16 hours) of additional training, as determined by the Employer and/or certifications and/or re-certifications.

9.2 Compensation

Each employee shall be paid his/her Base Hourly Rate of Pay and Longevity, if applicable, for all hours of training, as determined by the Employer, but in no event shall the

employee be paid less than four (4) hours at straight time or the actual hours of training, whichever is greater. In the event the employee qualifies for overtime as set forth in Article 6, he/she shall be paid for all hours worked.

ARTICLE 10

RETIREMENT

The Employer agrees to adopt, implement and provide the Twenty (20) Year Retirement Plan under Section 384-d of the New York State and Local Police and Fire Retirement System for all eligible employees pursuant to applicable law.

ARTICLE 11

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

SECTION 1 - APPLICABILITY

Section 207-c of the General Municipal law provides that any police officer or covered employee:

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of the injury and/or sickness.”

For the purpose of applying the statute “regular salary or wages” for part-time employees, it shall be based on the average number of hours worked by the employee during the year immediately preceding the injury or sickness.

This procedure is intended to regulate the application for, and the award and/or termination of benefits under Section 207-c of the General Municipal Law (“GML 207-c”). It shall operate as a waiver of any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge an arbitration award, as provided herein, pursuant to Article 75 of the Civil Practice Law and Rules.

SECTION 2 -DEFINITIONS

- a. Employer: Village of Cold Spring.
- b. Mayor: Mayor of the Village of Cold Spring.

- c. Claimant: Any police officer of the Village of Cold Spring who claims to have been injured in the performance of his/her duties or who claims to have been taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment.
- d. Recipient: Any police officer of the Village of Cold Spring who has been granted Section 207-c benefits.
- e. Claims Manager: The Mayor, or the individual designated by the Village, who is charged with the responsibility of administering the procedures herein. The PBA President shall be notified, in writing, of the individual designated as the Claims Manager, and changes as they occur.
- f. Section 207-c Benefits: The "regular salary or wages" shall be the Base Hourly Rate of Pay and Longevity, if applicable and medical treatment and hospital care payable to a Recipient under Section 207-c. For the purposes of paying "regular salary or wages" for a part-time employee, the Employer shall pay the average number of hours worked the preceding fifty-two (52) weeks prior to the injury or illness (e.g., was hired and was only working 26 weeks, use average number of hours worked during that period). In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall also be entitled as set forth in the collective bargaining agreement to:
 - 1) Differential Pay; and
 - 2) Direct Deposit

SECTION 3 - APPLICATION FOR BENEFITS

1. Any Claimant who is injured in the performance of his/her duties or is taken sick as a result of the performance of his/her duties so as to necessitate medical or other lawful remedial treatment, shall file a Incident Report before the end of his/her tour of duty, or within seventy-two (72) hours of when the Claimant should reasonably have known of the injury or illness with the Claims Manager.
2. The Incident Report shall include, to the extent practicable, the following information:
 - a) the time, date and place of the incident;
 - b) a statement of the facts surrounding the incident;
 - c) the nature and extent of the Claimant's injury or illness; and
 - d) the name of any possible witnesses to the incident.
3. In addition to filing an Incident Report, the Claimant must file an Application for Section 207-c benefits and applicable Workers' Compensation form no later than twenty (20) calendar days of the incident giving rise to the claim on the

Application or within twenty (20) calendar days of losing time from work, whichever is later, attached hereto as Appendix "A," and the Authorization for Release of Health Information attached hereto as Appendix "B" and the Notice to the Comptroller attached hereto as Appendix "C" and made a part of this Agreement, with the Claims Manager. The Claims Manager shall file the Notice to the Comptroller with a copy to the Claimant, attached hereto as Appendix "C". Where the Claimant's injury or illness prevents him/her from filing an application for Section 207-c benefits, such application may be filed on behalf of a Claimant as set forth herein. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing using the official Application form attached hereto as Appendix "A," and shall include the following information:

- (a) the time, date and place where the injury or illness producing incident occurred;
- (b) a detailed statement of the particulars of the incident;
- (c) the nature and extent of the Claimant's injury or illness;
- (d) the Claimant's mailing address;
- (e) the names of any potential witnesses; and
- (f) the name, address and telephone numbers of all of the Claimant's medical providers.

4. A Claimant's failure to comply with these reporting obligations may be waived by the Claims Manager upon a showing of good cause.

5. If an application for benefits is denied based on it being "untimely," or upon a failure of the "showing of good cause," a Claimant, the PBA President or designee, may appeal such determination within twenty (20) calendar days of receipt of that determination directly to the Village Board. The Village Board shall render its written determination on the same materials and information before the Claims Manager. The Claimant and/or his/her representative shall have a right to appear and present written documentation to the Village Board setting forth, based on the same materials and information before the Claims Manager, why the Application for GML §207-c benefits was not either "untimely," or upon a failure of the "showing of good cause" was provided. An appeal from the written determination of the Village Board regarding the Application for GML §207-c benefits was untimely or a showing of good cause was denied, shall be pursuant to Article 78 of the Civil Practice Law and Rules.

6. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits. A Claimant shall not be entitled to a hearing regarding the initial denial of Section 207-c benefits. In the event a Claimant is denied Section 207-c benefits by the Claims Manager, not related to the Application being denied based on it being "untimely" or upon a failure of the "showing of good cause," the

Claimant may appeal the denial pursuant to Article 78 of the Civil Practice Law and Rules.

7. The Claims Manager shall have the authority to:
 - a) employ experts and specialists to assist in the rendering of the determination of eligibility;
 - b) request the production of any book, document or other record that pertains to the application, injury or illness that is in the possession of the Claimant;
 - c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
 - d) require the Claimant to execute the Medical Release Form, attached hereto as Appendix "B" and made a part of this Agreement, and utilize the release to request records from the medical providers;
 - e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
 - f) do all that is necessary or advisable in the processing of said application.

8. In an initial determination investigation, a Claimant must cooperate with the Claims Manager. A determination of initial eligibility not related to an "untimely" Application or upon a failure of the "showing of good cause," shall be made within thirty (30) calendar days after receipt of all necessary information specified above, or sixty (60) calendar days from the date on which the application was submitted, whichever is earlier, based upon the investigation.

9. The Claims Manager shall mail a written copy of his/her decision to the Claimant, within the time limits set forth in Section 8 above. The written determination shall set forth the reasons for the Claims Manager's decision.

10. An appeal from a denial by the Claims Manager of the initial determination, not related to an "untimely" Application, or upon a failure of the "showing of good cause" shall be pursuant to Article 78 of the Civil Practice Law and Rules.

SECTION 4 - TIME OFF PENDING INITIAL DETERMINATION

1. Pending the initial determination of benefit eligibility, the Claimant shall be removed from the payroll pending the initial determination. In the event the employee is granted Section 207-c benefits, all "regular salary and wages" shall be retroactively paid to the employee pursuant to the formula in Sections 1 and 2(f) of this procedure.

SECTION 5 - MEDICAL TREATMENT AND EXAMINATION

1. After the filing of an application for benefits and before a final determination is made granting Section 207-c benefits, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager.

2. The Claims Manager may require the Recipient to submit to one (1) or more medical or other health examination(s) or inspection(s) to determine if the Recipient has recovered and is able to perform his/her regular duties, specified light duty, and/or examinations are required to process an application for a disability retirement.

3. The Claims Manager may require a Recipient to submit to treatment which may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who disagrees based upon conflicting medical documentation, may request a hearing pursuant to Section 9 herein, within ten (10) calendar days after receipt of the directive to submit to treatment. Pending the hearing and determination thereon, the Recipient shall continue to receive his/her Section 207-c benefits as set forth in this procedure.

4. **Medical Reports.** The Claimant or Recipient shall execute and file with the Claims Manager, the Authorization for Release of Health Information, attached hereto as Appendix "B" and made a part of this Agreement, so that the Claims Manager can request records from all medical providers treating a Claimant or Recipient of Section 207-c benefits. The Claimant or Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein. The Claims Manager may request periodic written updates informing him/her of the Recipient's status or progress.

5. **Payment for Medical and Related Services.** All bills for medical treatment and care shall be submitted for payment pursuant to Workers' Compensation Law if the Recipient is awarded Workers' Compensation benefits. The Recipient shall submit for payment to the Claims Manager any bills for medical treatment and care not paid pursuant to Workers' Compensation Law.

6. A Recipient who is denied payment for medical treatment and care may request a hearing pursuant to Section 9 herein within ten (10) calendar days after receipt of the denial.

SECTION 6 - LIGHT DUTY ASSIGNMENTS

1. Any Recipient receiving Section 207-c benefits who has not been granted a New York State disability retirement for the disability incurred in the performance of duty, may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform specified light duty assignment(s). Any Recipient deemed

able to perform the specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Officer In Charge to perform the specified light duty. An order to return to light duty shall be served at least fourteen (14) calendar days prior to the date the Recipient is ordered to return to light duty. Nothing herein shall require the parties to wait the fourteen (14) calendar day period for a light duty assignment if there is no medical dispute as to the employee's ability to perform such assignment.

2. A Recipient may contest an order to return to light duty by submitting conflicting medical documentation to the Claims Manager and requesting a hearing, pursuant to Section 9 herein, within five (5) calendar days after receipt of the directive. The conflicting medical evidence may consist of a note or letter from a medical provider stating that the Recipient is unable to perform the specified light duty. Pending the hearing and determination thereon, the Recipient shall continue to receive his/her Section 207-c benefits as set forth in this procedure.

3. Where a determination by an Arbitrator has been made pursuant to Section 9 of this procedure that the Recipient can report to and perform specified light duty, and that individual fails to report or refuses to perform the specified light duty, if same is available and offered, that employee's Section 207-c status shall be discontinued and the employee shall be placed on sick or other paid leave status as set forth in Section 5 of this procedure.

4. No Recipient on specified light duty shall be assigned to perform work, a tour of duty or training that is inconsistent with the injury or illness. In the event there are more light duty officers available on one (1) tour of duty, than can be effectively utilized, the Officer In Charge may change the tour of duty to effectively utilize those on specified light duty assignment. In the event there are an insufficient number of volunteers among those on specified light duty assignment for changed tours of duty, an involuntary assignment shall be done in the inverse order of seniority within rank.

5. A Recipient who is working specified light duty shall be entitled to all contractual benefits.

6. A Recipient who is working specified light duty and is absent due to the injury or illness shall be granted Section 207-c status for the absence based upon medical documentation that the absence is due to the injury or illness. In the event the Employer disagrees with the Recipient's medical documentation for the absence(s), it may request a hearing pursuant to Section 9 herein, within ten (10) calendar days after receipt of the Recipient's medical documentation to the Claims Manager that Section 207-c benefits are being disputed for the absence(s). The Recipient shall continue to be paid his/her "regular salary or wages" pending a determination of Section 207-c benefits by the arbitrator.

SECTION 7 - CHANGES IN CONDITION OF RECIPIENT

1. Every Section 207-c Recipient must notify the Claims Manager of any change in his or her condition which may enable the Recipient to return to normal duties or be classified as eligible for specified light duty. This notice shall be made in writing within seventy-two (72) hours of any such change to the Claims Manager.

SECTION 8 - RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- a) requiring Recipient to undergo a medical examination by physician(s) chosen by the Claims Manager;
- b) requiring Recipient to apprise the Claims Manager as to his/her current condition;
- c) requiring Recipient or any other involved parties to provide documentation, books or records that bear on the Recipient's case; and
- d) requiring Recipient to undergo medical, surgical or other lawful remedial treatment determined necessary by an appointed physician(s) in the field of the medical specialty of the injury and/or sickness.

SECTION 9 - HEARING PROCEDURE

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected in accordance with Article 4 – Grievance Procedure, by filing directly at Step 3: Arbitration.

2. The Arbitrator shall have the authority to consider and decide all allegations, issues and defenses made with regard to the Section 207-c claim, including any dispute between the parties as to the nature of the proceeding. With respect to issues and determinations involving “untimely applications,” specified light duty, forfeiture of benefits or termination of benefits, the burdens of production and proof by a preponderance of the evidence, shall be upon the Village. With respect to any application by Claimant to be granted Section 207-c status or benefits, the burden of proof is on the Claimant to establish his/her right to such status and benefits.

3. The Claimant or Recipient may be represented by a designated representative and may subpoena witnesses. Evidence pertaining to the application for benefits pursuant to the Workers' Compensation Law, Retirement and Social Security Law and federal Social Security Law, including whether or not the applications were

controverted, granted or denied, shall be admissible as evidence and to be given the weight deemed appropriate by the Arbitrator. Each party shall be responsible for all fees and expenses incurred in their representation. A transcript shall be made, the cost of which shall be shared equally between the PBA, or in the event the Claimant or Recipient is represented by a representative other than the PBA, the Claimant or Recipient, and Employer. After the hearing, the Arbitrator shall render a determination which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties as set forth herein.

SECTION 10 – TERMINATION OF BENEFITS

1. In the event the Claims Manager determines that Recipient is no longer or was never eligible for Section 207-c status, the Claims Manager shall seek to terminate that status pursuant to Section 9 of this procedure. The notice for termination shall be served on the Recipient by certified return receipt requested and shall set forth the basis for seeking termination of Section 207-c status. Pending a determination by the Arbitrator, the Recipient shall continue on Section 207-c status and receive his/her “regular salary or wages.”

SECTION 11 - COORDINATION WITH WORKERS' COMPENSATION BENEFITS

1. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which Recipient received Section 207-c benefits. If the Recipient shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Recipient shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Recipient.

SECTION 12 – DISCONTINUATION OF “REGULAR SALARY OR WAGES” UPON THE GRANTING OF A DISABILITY RETIREMENT

1. A Recipient who is granted a disability retirement, as provided by law, shall no longer be paid his/her “regular salary or wages” by the Employer.

SECTION 13 - MISCELLANEOUS

1. A matter may be settled at any stage of this proceeding. The terms of such settlement shall be reduced to writing, and signed by the parties. Any such settlement entered into shall be final and binding on the parties.

2. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through Article 4 - Grievance Procedure.

3. A Recipient who returns to full duty and re-injures or aggravates the prior injury or illness shall be subject to the same application process as set forth herein for an initial injury or illness.

4. The Employer shall treat payments for GML §207-c for tax purposes in accordance with the applicable tax law. In accordance with current Internal Revenue Service (IRS) regulations, the Employer shall not withhold federal or state income taxes or social security and Medicare taxes from a Recipient's "regular salary or wages," and shall refund the Recipient for any of these amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage payment in which the amounts were incorrectly withheld. Furthermore, under current tax law, the Employer shall provide the Recipient with an annual W-2 statement that does not include Section 207-c benefits as wages and salary.

5. A Recipient who is receiving examinations or treatment and has returned to specified light duty shall make every effort to schedule such examinations or treatment during non-work hours. If he/she is unable to do so, necessary time off from work shall be granted and the Recipient shall continue to be paid as if working.

6. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Employer or the PBA shall have the right to immediately reopen negotiations with respect to a substitute for the invalidated portion pursuant to the Taylor Law.

ARTICLE 12

GENERAL PROVISIONS

12.1 Printing and Furnishing of the Agreement

The Employer agrees to print and furnish each employee one (1) copy of this Agreement, for which they will sign for, as received. New employees shall also be provided a copy of this Agreement upon hiring.

12.2 New York State Disability Insurance Plan

The Employer shall provide the New York State Disability Insurance Program to all employees, at no cost to the employee.

12.3 Mileage Reimbursement

An employee required and authorized to use his/her personal car for Employer use (e.g., Court, training, etc.) shall be reimbursed, via a separate check, at the rate per mile established by the Internal Revenue Service (IRS) at the time of the employee's use of his/her personal car.

12.4 Personnel File

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Mayor or designee, upon five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read the same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file not later than twenty (20) calendar days from receipt. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 4 – Grievance Procedure.

12.5 Payroll Checks

The Employer shall issue paychecks every two (2) weeks, paid on Tuesday, with a lag not to exceed ten (10) business days. In the event of a Holiday on a Tuesday, employees shall be paid on that Monday.

All employees shall submit their payroll information no later than 4:30 p.m. on the Friday before the Tuesday pay date. Any part-time employee who does not submit his/her payroll information, as set forth herein, shall not be paid that Tuesday. That payroll information shall be paid in the next pay period.

12.6 Separate Agreements

The Employer agrees that it will not enter, orally or in writing, into any separate individual contract(s), partnership(s), or agreement with any employee represented by the PBA.

12.7 Employee Information

The Employer shall provide the PBA President, in the first (1st) week of January and July of each year the following information:

- A. Name and home address of each employee represented by the PBA.
- B. Date of hire or separation of employment with the Employer.
- C. A seniority list by anniversary date (Date of Hire) with the Employer in the Police Department.
- D. The specific Step each employee is on.

12.8 Direct Deposit

The Employer shall provide, at no cost, for any employee who elects to participate, direct deposit of his/her payroll.

12.9 Deferred Compensation Plan

The Employer shall provide, through the State of New York, at no cost, its deferred compensation plan pursuant to Section 457 of the Internal Revenue Code, for any employee who elects to have funds withdrawn from his/her payroll and placed in the plan no later than five (5) calendar days after the pay period in which the deduction occurred.

12.10 Defense and Indemnification

The Employer shall provide defense and indemnification protection pursuant to Public Officers Law §18.

ARTICLE 13

PROBATIONARY PERIOD

All employees shall serve a forty (40) month probationary period from the date of hire as a police officer with the Village. After completion of the probationary period, the employee shall be afforded the due process protection set forth in Article 3 – Disciplinary Procedure.

ARTICLE 14

SENIORITY, LAY-OFFS AND RECALL

14.1 Seniority

The Employer recognizes the principle of seniority, which shall be the date of hire with the Employer in the Police Department, and shall be governed accordingly in those matters (e.g., scheduling of tours of duty for part-time employees, etc.).

14.2 Lay-offs and Recall – Part-time

In the event of a lay-off, part-time employees will be laid off, in the inverse order of seniority based on the date of hire with the Village. In the event of a lay-off, no part-time employee shall be laid off until he/she has received a minimum of thirty (30) calendar days written notice by certified mail, return receipt requested, to the home address on file with the Village, with a copy to the PBA President.

Any part-time employee(s) laid off, shall retain the right to be recalled for a period of one (1) year after the date of the lay-off. The Employer agrees that no new part-time employee(s) shall be hired until all laid off part-time employee(s) have been recalled. In the event of a recall,

the Mayor shall provide a written notice to each part-time employee by certified mail, return receipt requested to the home address on file with the Employer, with a copy to the PBA President. Each affected employee shall be required to respond, by certified mail, return receipt requested, to the Mayor, within thirty (30) calendar days of receipt of being recalled to work, that he/she agrees to being recalled and will report to work and provide availability for the next calendar month cycle as set forth in Article 6 – Workday, Workweek, Work Schedule. In the event the laid off part-time employee does not respond as set forth herein, he/she shall forfeit his/her right to the position.

A part-time employee shall be required to provide proof that he/she is still a certified police officer at the time of his/her recall. In the event that employee is not a certified police officer, the Employer shall move to the next part-time employee on the seniority list for recall who is certified as a police officer.

ARTICLE 15

MANDATED PROVISIONS OF LAW

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

ARTICLE 16

DURATION

16.1 Term

This Agreement shall be effective June 1, 2013 through May 31, 2017.

16.2 Enforcement

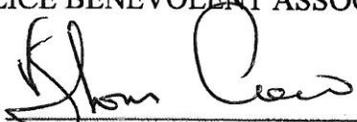
As the law currently provides, all terms and conditions of employment shall remain in full force and effect until such time that a successor Agreement is reached. However, nothing herein shall require the Village to provide a better benefit than that which is provided for in the law.

The parties agree that should any section, part, or paragraph of this Agreement be declared by a court to be unlawful, invalid, unenforceable, that section(s), part, or paragraph so declared shall not affect the validity and enforceability of any other section(s), part, or paragraph hereof, and the remainder of this Agreement shall continue to remain in full force and effect. In the event any section(s), part, or paragraph is declared to be unlawful, invalid, or unenforceable, the parties shall negotiate its impact.

FOR THE VILLAGE OF COLD SPRING

FOR THE VILLAGE OF COLD SPRING
POLICE BENEVOLENT ASSOCIATION, INC.

BY: _____
J. RALPH FALLOON
Mayor

BY:  _____
THOMAS CIERO
President

DATE: _____

DATE: 07/08/2014

APPENDIX "A"

THE VILLAGE OF COLD SPRING POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time
12. (a) _____
Name of Witness(es) and Address (if available)
(b) _____
(c) _____
13. (a) _____
Names of co-employees at the incident site
(b) _____
(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____
18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____
19. Name and address of attending physician _____

20. Name of Hospital _____
21. State name and address of any other treating physician(s) _____
22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)

(Date)

Application Received By:

(Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

APPENDIX "B"
VILLAGE OF COLD SPRING

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

I, _____, residing at _____,
(insert name) (insert address)

hereby authorize the use or disclosure of my health information as described in this authorization and in accordance with the Health Insurance Portability and Accountability Act of 1995 for my General Municipal Law Section 207-c claim.

1. Specific person/organization (or class of persons) authorized to make the requested use or disclosure:

2. Specific person/organization (or class of persons) authorized to receive and use the health information:

3. Name and address of health provider or entity to release this information:

4. Specific and meaningful description of the information:

5. Purpose of the request:

6. I understand that after this information is disclosed, federal law might not protect it and the recipient might use or disclose it again.

7. **RIGHT TO REVOKE:** I understand that I have the right to revoke this authorization at any time by notifying in writing the party listed in Section (3) of this authorization and the party listed in Section (1) of this authorization.
8. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by a revocation.
9. I understand that I am entitled to receive a copy of this authorization.
10. I understand that this authorization will expire twelve (12) months after the date of my, or my personal representative's, execution of this authorization.
11. I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan or eligibility for health insurance benefits will not be conditioned upon my authorization of this disclosure.

Signature of Individual
or individual's personal representative

Date

Print name of individual
or individual's personal representative

If a Personal Representative executes this form, that Representative warrants that he or she has authority to sign the form on the basis of:
